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Roll 33

DESPATCHES FROM UNITED STATES CONSULS IN SHANGHAI, 1847-1906

Volume 33

January 3, 1882 - February 19, 1883

THE NATIONAL ARCHIVES

Washington: 1947

INTRODUCTORY NOTE

The volume microcopied on this roll has the following backstrip title: "33 / Shanghai / January 3, 1882 / February 19, 1883 / Department / of State." It contains despatches, with enclosures, addressed to the Department of State from United States consular officials at Shanghai, China, between January 3, 1882, and February 19, 1883. The contents are registered on Roll 1 of the microcopy.

The volume is part of a body of records in the National Archives designated as Record Group No. 59, General Records of the Department of State. It is volume 33 of a series generally referred to as Consular Despatches, Shanghai.

No. 2

Subject

Mr. Clemi

634/35 MP
1515

No. 251 } January 3d 1882 } United States Consulate General at Shanghai,

Mr. C. A. Denny Consul General. to the State Department.

Subject: Enclosing certificate of marriage

DEPARTMENT OF STATE
FEB 13 1882
RECEIVED

ABSTRACT OF CONTENTS.

Mixed marriage

Acts Chas 3-8

No. 251.

United States Consulate General,

Shanghai, January 3d 1882

Hon. Walker Blaine

Third Assistant Secretary of State,

Washington, D.C.

Sir,

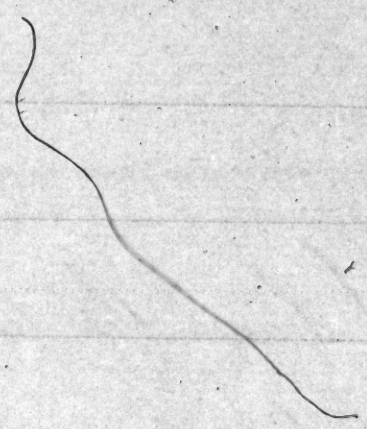
I have the honor to enclose a certificate of marriage which took place in my Presence, between Martin Valentine Lancaster and Catherine Emma Harris. Mr. Martin V. Lancaster was born in Belfast Maine.

I am Sir

Your Obdt. Svnt.

O. N. Denny

Consul General



CERTIFICATE

of

MARRIAGE.

Consulate General of the United States,

Shanghai, China, January 3rd, 1882.

I, O. N. Denny CONSUL GENERAL

OF THE UNITED STATES at Shanghai, do hereby certify that on this third day of January, A.D. 1882, at the residence of Shanghai, in the city of Shanghai Martin Valentine Lancaster aged 35 years, born in Belfast Maine, and now residing Shanghai and Catherine Emma Evans born in Southampton England and now residing in Shanghai were united in marriage before me, and in my presence, by Rev. W. S. Evans, who is authorized by the laws of Great Britain to perform such a ceremony.

In witness whereof I have hereto subscribed my name and affixed the seal of the CONSULATE GENERAL AT SHANGHAI this third day of January, A.D. 1882, and of the Independence of the United States the .

O. N. Denny

Consul General.

ackn Wheeler

No. 253 January 7th 1882 United States Consulate General at Shanghai,

Mr. O. N. Denny Consul General. to the State Department.

Subject:— Approving Mr Zucki consigning of Mr. Archer Russell Platt as U.S. Consular Agent at Chefoo.

RECEIVED FEB 13 1882

ABSTRACT OF CONTENTS.

-8W

Acct Mch 13

No. 202

United States Consulate General,

Shanghai, January 7th 1882

Hon Walker Blaine

Third Asst Secretary of State,

Washington, D.C.

Sir,

Referring to Mr Zucks

No 20 nominating Mr Archer

Russel Platt to be U.S.

Consular Agent at Chefoo;

I have to approve his nomi-

nation.

I am Sir

Your Obedient Servant

C.H Denny

Consul General

Send ten copies — Com Bureau

No. 253 January 9 1882 United States Consulate General at Shanghai,

Mr. C. P. Denny Consul General. to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Requesting the Hon Secretary report on the Cotton Goods trade for the world. Ten copies of the report and this acknowledgment for each Consul.

No. 253.

United States Consulate General,

Shanghai, January 9th 1882

Hon. Walker Blaine
Third Asst. Secretary of State,
Washington, D.C.

Sir,

I will thank you to cause to be forwarded to this office copies of the How. Secretarys report on the Cotton Goods trade of the world.

It is to be regretted that important reports of this character are not promptly sent to our Consuls in China.

Even the How. Secretary's Circular letter calling for samples, statistics &c, with a view to aiding him in the

the report refused to was never sent to this office, or any Consulate in China, so far as I am advised.

Such matters are of too much importance to Consuls who take an active interest in the enlargement of American trade, to be overlooked. The more information they have the more intelligent and satisfactory their reports will be to the Department. Copies of all documents printed by the Department relating to Commercial matters should be found on file in every Consulate for examination and reference.

I am Sir.

Your Obedient Servant

O. N. Denny

Consul General

D. of St. Blair.

No. 254 January 9th 1882 United States Consulate General at Shanghai,

Mr. O. N. Denny Consul General. to the State Department.

Subject:—

-Gv

Ackl
Mark

ABSTRACT OF CONTENTS.

Acknowledging receipt of dispatches.

No. 254

United States Consulate General,

Shanghai, January 9th 1882

Hon. Walker Blaine

Third Asst Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your dispatches No. 97. 98. 99. 100. 101. 102. and 103. the last dated November 28th 1881.

Also circulars dated October 31st and November 1st 1881. respectively.

I am Sir

Your Obedient Servant

O. N. Denny

Consul General

Dft. St. Clair

No. 255 January 9th 1882 United States Consulate General at Shanghai,

Mr. O. N. Denny Consul General. to the State Department.

Subject :—

ABSTRACT OF CONTENTS. Ackd Mch 13 '82

Acknowledging receipt of three copies of Commercial Reports. Sep. 1881

No 255

United States Consulate General,

Shanghai, January 9th 1889

Hon. Walker Blaine
Third Asst Secretary of State,
Washington, D.C.

Sir,

I have the honor
the acknowledge the receipt
of three copies of Commer-
cial Reports for the month
of September 1888.

I am Sir
Your Obedient Servant
O. N. Denny
Consul General

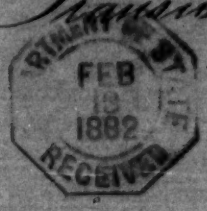
D. H. Blair

No. 256 January 11th 1882 United States Consulate General at Shanghai,

Mr. O. N. Denny Consul General. to the State Department.

Subject:—

Transmitting Annual Return 1881.



ABSTRACT OF CONTENTS.

Acknd. Jan 3. 82

Letters written to the Department

5

for the year ending December 31st 1881

No 256

United States Consulate General,

Shanghai January 11th 1882

Hon. Walker Blaine

Third Asst. Secretary of State,

Washington, D.C.

Sir,

In compliance with the instructions contained in the Consular Regulations for 1881. (paragraph 152) I transmit my list of dispatches written to the Department during the year 1881. which I trust will be found in order.

I am Sir.

Your obedient servant

O. N. Denny

Consul General

1. Inclosure

No. 257] January 21 1882 United States Consulate General at Shanghai,

Mr. O. N. Denny Consul General. to the State Department.

Subject:— Quarterly Returns

ABSTRACT OF CONTENTS

Advising the Department of having drawn a Draft to balance Form 90. Miscellaneous disbursements. Quarter ending December 31st 1881.

No.

Hon

Sir,

No. 257

United States Consulate General,

Shanghai, January 21st 1882

Hon. Walker Blaine

Third Asst Secretary of State,

Washington, D.C.

Sir,

I have the honor to inform you that I have drawn on the Honorable Secretary of State for ($1066.16) One thousand and sixty six 16/100 dollars to balance account for Miscellaneous disbursements for Quarter ending December 31st 1881. for which I ask your protection

I am Sir

Your obedient servant

O. N. Denny

Consul General

Satisfactory

A Hclair

No. 258 January 24 1883 United States Consulate General at Shanghai,

Mr. O. N. Denny Consul General. to the State Department.

Subject:— Repairs to flag staff & purchase of date stamp.

ABSTRACT OF CONTENTS.

Asst. &c. Shanghai

No. 258

United States Consulate General,

Shanghai, January 24th 1882

Hon. Walker Blaine

Third Asst Secretary of State,

Washington, D.C.

Sir,

Referring to voucher No. 50 for repairs to the flag-staff, I have to inform you that during the terrible typhoon which visited Shanghai on the 28th day of August last, one of the guy ropes gave way and the splendid flagstaff at this Consulate came near being a total wreck. At the height of the storm it stood at an angle of about seventy degrees. In fact the only thing that saved it was

one of the prisoners then confined in the jail going aloft and making fast a large rope to the top of the main-mast, and then taking a turn around one of the columns of the jail. There were two mistakes made in moving the flag-staff. First there were only three guy ropes, and one of these was planted much nearer the base of the main-mast than the other two, and the direction of the storm put the whole strain upon the guy having the least purchase. The result was that the moving post was drawn entirely out of the ground. In the second place there was no surface frame to support the main-mast.

This staff is the finest and most expensive one in Shanghai; costing several hundreds of dollars here: too much care can not be taken in its Preservation. I have accordingly added an additional guy rope making four; and so planted that the strain will fall on all alike. I have also had a strong underground frame built to support the base of the mainmast so that even if one of the guy ropes should give way, the flagstaff would still stand. In addition to this I have had it Painted and thoroughly overhauled.

The voucher for ($18.00) eighteen dollars is an expenditure

for a date stamp, the property of the late Brigr. R. Lewis, who purchased it with his own money, and which was and is used exclusively for the business of the office.

I trust my action will meet with your approval.

I am Sir
Your obedient servant
O. M. Dimmick
Comsl. General

Acb 2

H Clair

No. 259 January 25 1887 United States Consulate General at Shanghai,

Mr. C. A. Denny Consul General. to the State Department. – 8vo.

Subject:– Semi-annual report

ABSTRACT OF CONTENTS.

Acb
Shan 21

Semi-annual report of the estates of deceased American citizens which are in course of administration

No 259

United States Consulate General,

Shanghai, January 25 1882

Hon Walker Blaine

Third Asst Secretary of State,

Washington, D.C.

Sir,

I have the honor

to hand you herewith my

semi-annual report on estates

of deceased American citizens

in accordance with (paragraph

634) Consular Regulations.

Viz:

Mary K. Colburn

E. M. Smith

F. B. H. Jenkins

Leonora Williams

J. Rowe

Thos Allen

Chas P Bailey
B. R. Lewis and
Nellie Lawrence
which are in course of ad-
-ministration.

I am Sir
Your obedient servant
O. H. Irwin
Consul General

No. 260 January 25 1882 United States Consulate General at Shanghai,

Mr. O. N. Denny Consul General. to the State Department.

Subject:— Marshal Quarterly return.

ABSTRACT OF CONTENTS.

Marshals Quarterly return for the Quarter ending December 31st 1881.

Ackd Short

260

United States Consulate General,

Shanghai, January 25th 1882

Walker Blaine

Third Asst Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith my Mauchale return for the Quarter ending December 31st 1881.

Trusting that it may be found in order.

I am Sir

Your obedient servant

O. N. Denny

Consul General

[Form No. 137.]

COURT OF THE UNITED STATES CONSULATE GENERAL AT

Return of Civil and Criminal Suits from the First day of October to the Thirty first day o

NO. OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME AND NATIONALITY OF PLAINTIFF.	NAME OF DEFENDANT.	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF FINE IMPOSED.	AMOUNT O AND
	1881.						
766.	June 7th	John Pike	W. H. Carr	Civil	In favor of Plaintiff		
	Oct. 12th	United States	J. S. Simpson	Criminal Desertion	Sent on board		
	Oct 18th	"Ship" S. J. Morse	Seaman	Criminal Desertion	Sent on board		
	Oct 20th	"Ship" Nearchus	Seaman	Criminal Desertion	Sent on board		
773.	Oct 31st	"Ship" James B. Stone	E. Sheridan	Civil	In favor of Plaintiff		
	Oct 31st	United States	Wm Hamilton, C. J. Lindstrom, Chas. Wilke	Criminal Desertion	Sent on board		
774	Nov. 30th	E. W. Blackwood	A. H. Whitman	Civil	In favor of Plaintiff		
	Dec 13th	"Ship" James B. Stone	Johan Neuman	Criminal Desertion	Sent on board		
	Dec 23th	"Ship" Ericsson	Thomas McDonald	Criminal Desertion	Sent on board		
	Dec. 31st	United States Fortunet Golen	James Marke	Criminal Assault & Battery	In favor of Plaintiff	15. 00	

Approved and examined
O. M. Dunn
Consul General

[Form No. 137.]

OF THE UNITED STATES CONSULATE GENERAL AT SHANGHAI CHINA.

Civil and Criminal Suits from the First day of October to the Thirty first day of December 1881, inclusive.

NAME OF DEFENDANT.	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF FINE IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.						APPEA
					MARSHAL.	CLERK.	COURT.	ASSOCIATES & WITNESSES.	INTERPRETER.	TOTAL.	
W. H. Carr	Civil	In favor of Plaintiff		$20 00							
J. S. Simpson	Criminal Desertion	Sent on board			$7.00	$8.00	$5.00			$20.00	
Seaman	Criminal Desertion	Sent on board			12.10					12.10	
Seaman	Criminal Desertion	Sent on board			9.35					9.35	
Seaman	Criminal Desertion	Sent on board			24.31					24.31	
E. Sheridan	Civil	In favor of Plaintiff			6.60	7.15	5.00			18.75	
Wm Hamilton, C. J. Lindstrom, Chas. Wilke	Criminal Desertion	Sent on board			30.00	22.30				52.30	
A. H. Whitman	Civil	In favor of Plaintiff			9.70	9.10				18.80	
Johan Renaud	Criminal Desertion	Sent on board			6.50	1.00	3.50			11.00	
Thomas McDonald	Criminal Desertion	Sent on board				3.10	.25			3.35	
James Marks	Criminal Assault & Battery	In favor of Plaintiff	15.00		15.00	4.00	5.00			24.00	
							Jail 1.10			1.10	

G. Schufeldt
Marshal of the U.S. Consular Court.
Shanghai, China

No. 261

Mr.

Subject :—

DEPARTMENT OF STATE
MAR
RECEIVED

appointee

Ltr Clerk

No. 261 Shanghai January 26 1882 United States Consulate General at Shanghai,

Mr. O. N. Denny Consul General. to the State Department:

Subject:—

Asst'd & Clk. Chas. Burke appointed acted 2 yrs '81 and Trans. of Am Seal. A. Hd.

ABSTRACT OF CONTENTS.

Nomination of Fleming Duncan Cheshire of New York as Vice Consul General.

No 26

United States Consulate General,

Shanghai, January 26th 1882

Hon Walker Blaine
Third Asst Secretary of State,
Washington, D.C.

Sir,

I nominate Fleming Duncan Cheshire of the State of New York, and Interpreter at this Consulate to be Vice Consul General, which action I trust it may please the Department to approve.

I am Sir
Your obedient servant
O. N. Denny
Consul General.

No. 362] January 26th 1882 United States Consulate General at Shanghai,

Mr. O. N. Denny Consul General. to the State Department.

Subject:—

Quarterly Returns

ABSTRACT OF CONTENTS.

Enclosing Quarterly returns for the Quarter ending December 31st 1881

Four inclosures

Asks for Legislation for Education of Consular Children

Noted

No. 362

United States Consulate General,

Shanghai, January 26th 1882

Hon. Walker Blaine

Third Asst Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith my accounts and returns for the Quarter ending December 31st 1881. Trusting that they may be found in order.

I am Sir

Your obedient servant

O. N. Denny

Consul General

Enclosures

Stat. 2 Digest of invoice book Form No 117

Arrivals and departures of American vessels Form No 120

Noted

1st 3. Return of deceased American Citizens Form No 121

2nd do 1st 4. Record of notarial service Form No 159.
159 sent to Auditor Feb 19 '98

(Form No. 121.)

NAMES of all Deceased American Citizens, ~~including Seamen or Mariners~~, together with the value of the personal effects belonging to them, and taken possession of by or deposited with U. S. Consul at Consulate, Shanghai, from October 1st to December 31st, inclusive.

DATE OF DECEASE.	NAMES OF PERSONS.	OF WHAT PLACE A NATIVE OR RESIDENT.	IF A SEAMAN, TO WHAT VESSEL BELONGING.	WHERE DECEASED.	VALUE OF EFFECTS.	DISPOSITION MADE THEREOF.
Nov 29th 1881	Nellie Lawrence	Kentucky	———	Shanghai	Nominal.	In hands of Administrator
" "	Burgess R Sears	Pennsylvania	———	"	"	Probate.

Note

O. N. Denny
U. S. Consul General.

Quarterly Return

Form No 121.

D. Dec. 31

No. 263.] January 26th 1882 United States Consulate General at Shanghai,

Mr. E. H. Denny Consul General. to the State Department.

Subject:—

Quarterly return.

ABSTRACT OF CONTENTS.

Acknd

Enclosing (Form 90) with vouchers for the Quarter ending December 31st 1881.

263.

United States Consulate General,

Shanghai, January 26th 1882

Hon. Walker Blaine

Third Asst. Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith my Quarterly return of rent and miscellaneous expenses, with vouchers for the Quarter ending December 31st 1881. Trusting it will be found in order.

I am Sir

Your obedient servant

O. N. Denny

Consul General.

Inclosures

1. Rent and miscellaneous expenses with vouchers

Form No 90.

Dispatches

No. 264] January 26th 1882 United States Consulate General at Shanghai,

Mr. O. N. Denny Consul General. to the State Department.

Subject:— Annual returns

ABSTRACT OF CONTENTS.

Acknl'd

Enclosing annual returns for the year ending December 31st 1881.

Three enclosures

No. 264

United States Consulate General,

Shanghai, January 26th 1882

Hon. Walker Blaine

Third Asst. Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith my accounts and returns for the year ending December 31st 1881.

Trusting they may be found in order.

I am Sir

Your obedient servant

O. N. Denny

Consul General

Enclosure.

No. 1. Names of persons employed at the Consulate.

Form No. 123.

Dated

No 2. Aggregate of fees received Form No 103

No 3. Report of marriages of American citizens (Paragraph 469)

FORM No. 123.

NAMES OF PERSONS employed at the United States Consulate General at Shanghai China

NAME.	PLACE.	OF WHAT COUNTRY A CITIZEN OR SUBJECT.	RANK.	DATE OF NOMINATION.	DATE OF APPROVAL
O. N. Denny		United States	Consul General	Commissioned Jan'y 7th 1880	
F. D. Cheshire		"	Interpreter	Commissioned June 19th 1880	
Geo. A. Shufeldt		"	Marshal	Dec. 19th 1881	

Shanghai December 31st 1881

O. N. Denny
Consul General

NOTE.—This Form should be sent to the Department always at the close of the year, in order that the printed list of consular officers may be corrected.

Register of Marriages

Date	Names.	Age	Birth Place	Profession	Residence	By whom	Before whom
1881							
January 15th	Geo. Agustus Woods	43	Sedgwick Maine	Engineer	Shanghai China	Rev. W. J. Boone	O. N. Den... Consul Ge...
" "	Mary Young	30	Canton China		" "		
June 1st	Owen Williams	50	Bangor N. Wales.	Engineer	" "	Rev. W. S. Holt	O. N. Den... Consul G...
" "	Susannah Bayze Edbrooke	48	Deal Kent Eng.		" "		

Shanghai

Register of Marriages

Age	Birth Place	Profession	Residence	By whom	Before whom.	Date and Place of Naturalization
43	Sedgwick Maine	Engineer	Shanghai China	Rev. W. J. Boone	O. N. Denny Consul General.	
30	Canton China		" "			
50	Bangor N. Wales.	Engineer	" "	Rev W. S. Holt	O. N. Denny Consul General.	New York City.
48	Deal Kent. Eng.		" "			

Shanghai December 31st 1881.

O. N. Denny
Consul General.

DEPARTMENT OF STATE
MAR
9
RECEIVED

Dr Helair

No. 265] January 30 1883 United States Consulate General at Shanghai,

Mr. O N Denny Consul General. to the State Department. 87

Subject:—

Letter forwarded March 16. 1883 Ans

Acctd Clerk

ABSTRACT OF CONTENTS.

Enclosing two dispatches to the Actg. Commissioner of Agriculture

No 265

United States Consulate General,

Shanghai, January 30th 1882

Hon. Walker Blaine
Third Asst. Secretary of State,
Washington, D.C.

Sir,

I have the honor
to enclose herewith two despatch's
to the Acting Commissioner of
Agriculture, which I will thank
you to cause to be forward
ed to him.

I am Sir.
Your obedient servant
O. N. Denny
Consul General

D'Hclair

No. 266.] January 30 1882 United States Consulate General at Shanghai,

Mr. A. Denny Consul General. to the State Department.

Subject :—

ABSTRACT OF CONTENTS.

Acknowledging the receipt of fifteen copies of the Hon. Secretary's Report on Cotton Goods Trade.

No. 266.

United States Consulate General,

Shanghai, January 30th 1882

Hon. Walker Blaine

Third Asst Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of fifteen copies of the Hon. Secretarys Report on the Cotton goods Trade of the world. The report was published October 12th 1881, but did not reach this office until January 26th 1882. This delay together with the fact that extracts from it were published in the trade journals of the United States, arriving here some weeks before the report, wherein

was stated among other things,
that the original circular of
the Hon. Secretary of State
had not been sent to all the
Consulates, lead me into the
error made in my No. 253 to
you of the 9th instant. Under
such circumstances it did not
occur to me that the Circular
alluded to was the one I had
the honor of responding to before
I left the Consulate at Tientsin.
Had copies of this report been for-
warded to this office at the
time it was given to the Trade
Journals, my No. 253 would not have
been written.

I am Sir

Your obedient servant

Your obedient servant

C. N. Dewey

Consul General

D. Hill

No. 267 } January 31 1882 United States Consulate General at Shanghai,

Mr. O. N. Denny Consul General. to the State Department.

Subject:—

Acts short

ABSTRACT OF CONTENTS.

Acknowledging receipt of dispatches Nos 104 and 105.

No. 267

United States Consulate General,

Shanghai, January 31st 1882

Hon. Robt R. Hitt

Asst Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your despatches Nos 104 and 105. the last dated December 13th 1881

I am Sir

Your obedient servant

O. N. Denny

Consul General

APR 7 1882

No. 268] February 7 1882 United States Consulate General at Shanghai,

Mr. O. N. Denny Consul General. to the State Department.

Subject:— The opinion of Cons. Goldsborough is the correct one.

ABSTRACT OF CONTENTS.

In reference to Invoice certificates & fees collected &c.

came

Answd Dec. 12 1882

No. 268

United States Consulate General,

Shanghai, February 7th 1882

Hon. Walker Blaine
Third Asst Secretary of State,
Washington, D.C.

Sir,

Referring to Mr. Goldsborough's
No 89 to you. I have to say that
it is very desirable that an
instruction be sent to our Con-
suls in China and Japan, which
will secure uniformity of action
in the issuance of Invoice cer-
tificates.

At this Consulate all
Invoice certificates are issued in
quadruplicate, which constitutes a
set, and for which a Treasury
fee is charged and returned, of

two dollars and 50/100 ($2.50). The extra copy, when one is called for, which however is seldom, is the fifth copy, for which a fee of two dollars ($2.00) is collected, which is also returned as a Treasury or government fee.

This seems to me to be in accordance with paragraph 641 of the Consular Regulations of 1881. It is not however shared by all of our Consuls in the East. For it is contended by some that the Act of June 10th 1880 only requires certificates to be made out in quadruplicate when the goods are destined for a Port beyond the one of first arrival. That in all

all other cases the certificates
are to be made out in
triplicate, and that when a
fourth, or extra copy is called
for, a fee of two dollars ($2.00)
is collected, which is consid-
ered a personal or unofficial
fee, and of right belongs to
the Consul.

This latter view of the case
is held by Mr. Goldsborough of
Amoy, and Mr. Smithers of
Shanhkiang, I am informed also,
that Mr. Mosby of Hong Kong
and Mr. Van Buren of Yokohama
are of the same opinion.

I am Sir:

Your obedient servant.

O. N. Denny
Consul General

No 2

Mr.

Subje

D. of State Cairo

No. 269] February 10 1882 United States Consulate General at Shanghai,

Mr. O. N. Denny Consul General. to the State Department.

Subject:—

ABSTRACT OF CONTENTS. Cairo Apl 12 '82

Acknowledging receipt of Departmental Circular letter dated December 19th 1881 respectively.

No. 269

United States Consulate General,

Shanghai, February 10th 1882

Hon. Fred'k T. Frelinghuysen

Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your Circular Letters, dated December 19th 1881. respectively, informing me that the President by and with the advice and consent of the Senate, has appointed you Secretary of State, and Hon. J.C. Bancroft Davis Assistant Secretary of State

I am Sir

Your obedient servant

O. N. Denny

Consul General

Ltr. to Consul

DEPARTMENT OF STATE
APR 7
1882
RECEIVED

No. 270] February 10 1882 United States Consulate General at Shanghai,

Mr. O. N. Denny Consul General. to the State Department.

Subject:—

Ackn'g rec't of dispatch

ABSTRACT OF CONTENTS.

Acknowledging the receipt of
Department despatches 1706 and 107.
the last dated December 23rd 1881

No.

Hon.

Sir,

No. 270

United States Consulate General,

Shanghai, February 10th 1882

Hon. J. C. Bancroft Davis

Asst Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your despatches Nos 106 and 107. the last dated December 23rd 1881.

Also letter dated December 1st 1881 signed by Robert R. Hitt Esq. Assistant Secretary.

I am Sir.

Your obedient servant

O. N. Denny

Consul General

Post Master General

Dr St Clair

No. 271] February 13 1882 United States Consulate General at Shanghai,

Mr. O N Denny Consul General. to the State Department.

Subject:— Postal business at this Agency.

Received to P.M.G. Apl 12. 82. A.H.G.

ABSTRACT OF CONTENTS.

Stating reasons why this Agency is not able to comply with the instructions of the Post Office Department.

271

United States Consulate General,

Shanghai, February 13th 1882

J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to the Departments

No 105, dated December 13th last,

signed by Mr Robt. R. Hitt

Assistant Secretary, wherein I am

instructed to comply with a request

of the Post Office Department made

through the Superintendent of Foreign

Mails, August 24th last; I beg

to assure the Department of State

now, as I assured the Superinten-

dent then, that I am doing all

the work for this Postal Agency

it is possible for me to do with

the present force. In fact more if the interests of the Consular service were consulted. Every time the mail arrives in the morning or forenoon, the office is closed to Consular business for the remainder of the day, as it requires my entire staff to distribute it, so that Shanghai as well as the out ports may get it at the earliest practicable moment.

I do not intend however, unless I am positively instructed to, to let the preparation of the out going mail in any way interfere with the regular business of the Consulate. There might be some excuse for this interference

if the Post Office Department were powerless to remedy it, but such is not the case. When I assumed charge of this Consulate General, I found the business of the Agency conducted in a manner not at all satisfactory to the public or consistent with the interests of the regular business of this Consulate. In addition to this, all the labor of distributing the incoming mails fell to this office, while all of the revenue for outgoing mails went to the Japanese office. + Because of the serious interference with Consular work, my immediate predecessors refused to give bonds or qualify as Postal Agents, and recomended that the Postal

business be turned over to the Japanese office. This however did not meet with the approval of the Post Master General, and in this he was clearly right, for why should the United States Government with her number of Citizens, and large commercial interests in China, hand over any branch of her public serices to a foreign office, whose govern-ment is comparatively unrepresented by either.

To transfer it to the Chinese, would be quite a different thing, but this is not within the range of probabilities in the near future. Following up the correspondence with my

predecessors, the Post Office Depart-
ment addressed me fully upon
this subject, to which I replied,
advising a continuance of the
Agency, but in justice to the
public, the Post Office, and
myself, I recommended that
certain changes be made, and
among them was the employment
of a clerk at a salary not
to exceed one hundred ($100) dol-
lars per month, to be paid out
of the revenue arising from the
sale of Postage stamps.

The Department
replied assuring me that it
would do all it could to
place the business of the Agency
on a satisfactory basis, and that

when its revenue would justify.
permission would be given to
employ such a Clerk.) Acting
upon this assurance I qualified
by executing a bond in the sum
of five thousand ($5000.) dollars
and received, upon application,
a quantity of postage stamps,
some of which I sent to our
Consuls, with Circulars &c. in-
forming the Public that the
mails to and from the United
States would in future be con-
ducted upon a better basis
than heretofore. The result was
that I increased the revenue
from about two hundred and thirty five ($235.) dollars
per quarter to about seven hun-
dred and thirty five ($735.) dollars.

This justified me, as I thought, in renewing my request for a postal Clerk, but I was again informed that the revenue would not permit it. Had I such a Clerk it would be an easy matter to comply with the request, which is the subject of this correspondence.

I am quite at a loss to understand why the Post Office Department persists in dealing so parsimoniously with this Agency, when its liberality with its funds in other directions amounts in some instances, almost to prodigality. Then again the constant delays

at Yokohama of the Mails from the United States, cau. and ought to be avoided. These delays I have complained of frequently, but without avail. Of late these are due to the action of the Mitsu Bishi Co., more than to any other source. Neither am I able to comprehend the reason for the zeal displayed by the Post Office Department in rushing the Mails through to San Francisco so as to connect with the Steamers for China, at the last minute, and then have them lie almost invariably in Yokohama from four to seven days, upon their arrival there.

I am Sir

Your obedient servant

O. H. Dunn

Comm. Genl

No. 2

Mr.

Subjec

D'St Clair

D'St Clair

No. 272 February 13 1883 United States Consulate General at Shanghai,

Mr. O. N. Denny ~~Consul~~ General. to the State Department.

Subject:— Accounts

APR 17 1883 RECEIVED

ABSTRACT OF CONTENTS.

Authority
April 13, '83
A. H. G.

In reference to purchase of official chairs, coral &c &c.

272

United States Consulate General,

Shanghai, February 13th 1882

W Hunter

Second Assistant Secretary of State,

Washington, D.C.

Recurring to your No 95
of October 29th wherein you in-
form me that the items in my
account for the purchase of
official Chairs, Coal bill &c.
have been allowed. I enclose for
your information a copy of the
Honorable Comptrollers statement
of my account, covering these
items, from which it seems
they have been disallowed er-
roneously through a misapprehen-
sion of the action of the State

Department thereon. I sincerely hope for a revision of the Comptrollers action, as these expenditures were purely in the interest of the Government service and which would work a hardship upon me to pay. I beg thanks for your assistance, and protection in the adjustment of these claims.

The closing paragraph of your dispatch will be strictly complied with in future.

I am Sir

Your obedient servant

O. M. Dewey

Consul General

Copy

F.

Treasury Department
First Comptroller's Office
Washington D.C. December 15 1881

O. N. Denny Esq
Consul Genl of the United States
Shanghai, China.

Sir:

Your account of Contingent Expenses from Oct. 1. 1880. to June 30 1881. has been revised per Report No 94. 170. and there has been found due from you a balance of ——— $117.08

This balance is because of the following items disallowed by State Department:

Repairing official Chair	$5.00
Coal $16.31, & 16.28.	32.59
Gas	19.49
Total	$117.08

C

You will please credit this on next account.

Very respectfully yours

(Signed) J. Tarbell

Actg. Comptroller.

Mr Scanlan
Mr Clair

ack

No. 273. February 14 1882 United States Consulate General at Shanghai,

DEPARTMENT OF STATE APR 1882 RECEIVED

Mr. Denny Consul General. to the State Department.

Subject:— Shipment of Cotton Goods &c.

ABSTRACT OF CONTENTS.

ack't
ans.d
N. No.

6

Advantages of the Panama and Suez routes compared.

Compared with Original for No 19.

273

United States Consulate General,

Shanghai, February 14th 1882

Hon. J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

As predicted in my No 169 wherein the advantages of the two routes, Panama and Suez, were compared, the former continues to grow in favor with New York shippers.

From the 1st of March last to the 1st of this month February) the shipments of Cotton goods by these routes have been as follows:

Via Panama and San Francisco

Bales 23843 - to pieces 357645

Sheetings Bales 1876 = to pieces 375320

Jeans " 25 = " " 500.

Via Suez Canal.

Drills Bales 6884 = to pieces 103260

Sheetings " 6043 = " " 120860

Jeans " 1212 = " " 24240

By Panama route.

Total Bales 42634 equal to pieces

733465

By Suez Canal

Total Bales 14139 equal to piece

248360.

or by both routes. bales 56773

equal to pieces 981825.

The difference in favor of the

Panama route would have been

now greater, had the carrying

capacity of the steamers from

New York to San Francisco

been equal to the demands of shipment. but for this reason, if no other they were compelled to forward the wet cargo by Suez. As before observed the cottons arriving by Panama and San Francisco continue to come in better condition than by the other route. The bales looking much brighter, and being less chafed and stained. The goods appear to be well packed. At least no complaints on this score are made by the merchants here, that I am aware of. The damage to the bales from chafage is the result of imperfect stowage and for which the steamship companies should be

held responsible.

I am Sir

Your obedient servant

O. H. Dunn

Consul General

Interesting

Mr Scanlan
D.H.Clan

No. 274 | February 23rd 1882 | United States Consulate General at Shanghai,

Mr. Denny | Consul General. | to the State Department.

RECEIVED APR 7 1882

Subject:— American Cottons for 1881.

ABSTRACT OF CONTENTS.

Answ Apl 12. 82

Showing an increase of trade for 1881 over previous year in the sale of certain goods and a falling off in others, with reasons for the decrease. Urges American manufacturers not to lose sight of the China trade, and to continue the manufacture of unadulterated goods. American manufactures complimented &c &c

(Copied for Bu. Statistics. May 3rd 1882.)
Compared with Consular Ser No. 17.

No. 274

United States Consulate General,

Shanghai, February 23rd 1882

Hon. J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

On account of the peaceful and prosperous condition of the Empire it was predicted early in the year just closed, that the trade in cotton goods would be larger than the result has shown it to have been. Of course in this respect the American trade shares whatever disappointment there is. At the same time there is really no good cause for complaint on the part of our manufacturers, for the

figures show this trade to be not only upon a sound and healthy basis, but there has been an increase of sales for 1881 of 1500 bales, over the previous year, as will appear from the following table furnished one by Russell and Co.

Sales of American Domestics in Shanghai for 1880 and 1881.

	1880	1881
Drills	18529	26203
Sheetings	28098	22559
Jeans	2470	1825
Canton flannel	65	75
Total -	49162 Bales	50662 Bales

These figures show an increase in Drills and flannels of 7684 Bales, while Sheetings and Jeans show a decrease of 6184 Bales

The stock on hand January 1st 1882
was Bills 2880, Sheetings 6839.
and Jeans 180. or in all Bales
9899. While the stock carried over
necessarily effects the years im-
portations, yet the increase or
decreased of trade is always de-
termined by the amount of sales
during the year. The falling off
in Sheetings and Jeans is
attributed to the fact that for
the last two years home Prices
have been so good that our manu-
facturers have become comparatively
ly indifferent to the export trade.
However this may be, it is certain
that if they could have continued
to supply this market at prices
ruling three years ago, the trade

would be considerably in advance
of what it is now. Of course it
is perfectly natural for them to
keep their eyes in the direction that
gives them the best returns.
At the same time, the happening
of a contingency, which distracts
their minds from this market, if
only for the time being, is to be
regretted, for they have here worthy
rivals; those who are looking to
the future, and who fully un-
derstand the importance of keeping
what they have, and getting all
they can, and whenever the zealous
attention of the American manufac-
turer is withdrawn from their
interests in this quarter, they lose
an advantage which is difficult

to regard. While on the other hand, if they will only keep in view the market, study its demands, and continue to maintain the present high standard of of their manufactures, leaving others to supply the trade in adulterated goods, their share in the future of this trade is sure to be an enviable one.

I will show by quoting from a retrospect of the Piece Goods trade in China, for the past year, issued by Mr. P. Madeau of Shanghai, wherein he says our manufactures a high compliment.

He says:

" The sound and faithful character

of the American manufacture has enabled the importers to be fairly firm and resolute throughout the year, and it becomes more and more evident that the Chinese consumer is fairly alive to the fact that a good round cloth is cheaper in the long run than a filled, although nominally cheap, manufacture. The American manufacturers are to be congratulated on the steady manner in which they have abstained from reducing the cost of their production by the introduction of sizing into the cloth, and it is becoming more and more evident that the English makers will have to follow their example if he means to keep in the field.

There will necessarily always be a demand for cheap cloth, but this is only an item not the whole trade."

Concerning Drillings he remarks as follows:

"There have been several prominent features in the trade under this heading and one of the most important has been the almost complete cessation in the demand for the ordinary quality of white English Cloth. Up to the end of May, or even into June, all went fairly well and the native dealers bought largely, to some extent on speculation. After that date Prices began to decline and by and by it began to be apparent that the question was

not so much one of price, as entire want of desire to purchase.

An offer once refused was rarely repeated and so things went from bad to worse until a point was reached at which ordinary 14 lbs English Dills certainly never stood before. Many reasons are given for this, may not the real one be found in the gradual loosing of make and pick, and the free use of size?

The natives were true to the true one. The better classes, beyond the common to ordinary makes, have not suffered so much, and again, there have been a much larger business done than ever in fine English Dills packed in the American

fashion, which have sold readily all throughout; whether the prices have been remunerative to the importers is known only to themselves, but the standard of the cloth has been well maintained and the article bids fair to compete with its better known American rival."

An endorsement so complete as the foregoing is all the more flattering when it comes from a man like Mr Maclean whose reports are always valuable for the comprehensive statistics they contain accompanied as they are with intelligent criticisms.

I am Sir

Your obedient servant

Your obedient servant

O. H. Dunn

Consul General

DEPARTMENT OF STATE
APR 3
1882
RECEIVED

No. 275 February 25 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

2.

ABSTRACT OF CONTENTS.

St Clair

Asst Sec of State
for Execution
April 1st.

In the matter of the nomination
of Geo. Adam Schifeldt as Marshal
of this Consular Court

Enclosure.

1 Bond.

275

United States Consulate General,

Shanghai, February 25th 1882

J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

I have to inform the Department that on the 19th day of December last, I appointed George Adam Shufeldt to be Marshal at this Consular Court temporarily, to fill the vacancy caused by the death of Burge P. Lewis, and I now transmit his nomination for permanent appointment, which I trust it may please the Department to approve.

Mr. Shufeldt is resident

of the State of New York and
a son of Commodore R. W.
Shufeldt and is well qualified
for the post.

I have taken the liberty
of enclosing a bond, in the sum
of two thousand ($2000) dollars,
duly executed by Mr. Shufeldt, to
be filed with the Treasury
Department. In which event
also I beg that his appointment
may date from the time he
temporarily entered upon the
duties as Marshal

I am Sir
Your obedient servant
O. H. Browning
Comm'l General

Know all men by these presents that we George Adam Shufeldt as principal and Charles Eugene Hill and John Ferris Scamyon as sureties are held and firmly bound to the United States of America in the sum of two thousand dollars money of the said United States, to the Payment whereof we bind ourselves, Jointly and severally our joint and several heirs, executors and seals, this twenty fourth day of February 1882

The condition of the above obligation is such that whereas George Adam Shufeldt has been nominated to be Marshal of the United States for the Consular Court at Shanghai Empire of China.

Now if it shall please the President of the United States to approve of said nomination and to appoint the said George Adam Shufeldt Marshal as aforesaid to have and to hold the same with all the rights, privileges and emoluments thereto lawfully appertaining during the pleasure of the President of the United States and if the

said George Adams Shufeldt shall faithfully perform all the duties of the said office of Marshal of said Court in the event of his being so appointed then this obligation to be void, otherwise to remain in full force and virtue.

Signed sealed and delivered in the presence of Owen N. Denny and Fleming D. Chenlis witnesses to all the signatures.

George Adams Shufeldt.
Charles Eugene Hill
John Ferris Seamans

United States Consulate General Shanghai. Empire of China

I. O.N. Denny Consul-General for the United States in and for China do hereby certify that the above named sureties to the foregoing bond are citizens and permanent residents of the United States that they are respectively worth the penalty of the aforesaid bond. That Charles Eugene

Hill is a resident of Cumberland
Coun[ty] State of Maine. and John
Ferris Seaman is a resident of
New York Coun[ty] State of New York
to witness my hand and
official seal. this 25th day of
Feb 1882

O. H. Dering
Consul General

No.

Mr.

Subje

No. 276] March 3 1887 United States Consulate General at Shanghai,

Mr. Denny, Consul General. to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Enclosing "Marriage certificate"

Note marriage noted

No.

Hon.

Sir,

No. 276

United States Consulate General,

Shanghai, March 3rd 1882

Hon. J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose a certificate of marriage which took place in my presence, between John M. Thistle and Mary Asbury. Mr John M. Thistle was born in Saco Maine.

I am Sir.

Your obedient servant

O. N. Denny

Consul General

CERTIFICATE

of

MARRIAGE.

Consulate General of the United States,

Shanghai, China, March 1st, 1882.

I, O. N. Denny CONSUL GENERAL

OF THE UNITED STATES at Shanghai, do hereby certify that on this first day of March, A.D. 1882, at the ~~residence~~ office of the U.S. Consul General, in the city of Shanghai John M. Thistle aged 29 years, born in Saco Maine, and now residing Shanghai and Mary Abney born in Soochow China and now residing in Shanghai were united in marriage before me, and in my presence, by Rev J. M. W. Farnham, who is authorized by the laws of United States to perform such a ceremony.

In witness whereof I have hereto subscribed my name and affixed the seal of the CONSULATE GENERAL AT SHANGHAI this first day of March, A.D. 1882, and of the Independence of the United States the 106.

O. N. Denny

Consul General.

No. 277] March 3rd 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject :—

ABSTRACT OF CONTENTS.

Acknowledging receipt of dispatches
Nos 108. 109 & 110

acknd
ofl 28. 82

No 277

United States Consulate General,

Shanghai, March 3rd 1882

Hon. J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your despatches Nos 108. 109. and 110. the last dated January 19th 1882

I am, Sir

Your obedient servant

O. N. Denny

Consul General

No 6 Comm ack and ack'd
Comm

278 March 4 1882 United States Consulate General at Shanghai,

Denny Consul General. to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

In the matter of the Estate of
Edwin Maurice Smith deceased.

'87

Oaths and
affirmed
April 28
A.M.A.

978

United States Consulate General,

Shanghai, March 4th 1882

J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

I take great pleasure in
reporting to the Department the
final settlement of the Estate of
the late E. H. Smith deceased.
Owing to the magnitude of the
Estate and its complications, the
labors of the Consul General during
its Administration have been ma-
terially increased: for in addition
to the routine work which must
necessarily claim his attention in
such a case, there have arisen several
important legal questions seriously

affecting the interests of the Estate, which had to be disposed of. For the information of the Department I enclose a copy of the Administrators final account, and their letter accompanying it, as well as the notice and decree of final Settlement, which will give the Department a condensed history of the Estate under the management of Messrs Forbes and Welch as Administrators.

The business as conducted by the Referees before the Will was declared void has already been reported.

I may mention in this connection that as the

Administratrix are also the
Attorneys of all the heirs, and
are accountable to them for all
their acts. They preferred to
settle the question of their com-
pensation as administratrix with
the heirs. Hence no claim for
their services was presented in
their final account.

I trust the Department
will be pleased with the result.

I am Sir
Your obedient servant

O. H. Irving
Consul General.

Enclosures —
No 1. Administratrix final account.
No 2 and letter accompanying it. also
No 3 & 4. the notice and decree of final settlement.

1881.				
		Forward	148 165 09	
30	To paid rent from June 3 to July 31 '80 on lot No 20. collected and retained in error		93 35	
July 7	" 22½ p.c. of Tls 8000 remitted to Messrs Hamond & Stephenson London for division amongst English Beneficiaries £ 465 @ 6/- demand		1800 —	
	" balance of Tls 8000 remitted to Messrs Conduit Bros. New York for division amongst American Firms £ 1604. 17. 11 @ 5/2 5/8 30 7/8		6205 —	
19	" paid Tse Tsang in settlement p/c lease & rent land tax relating to property S.W. corner Hsuan & Canton Roads		259 15	
25	" paid J. Reid Atty for A.A. Fisher for conduct in '78 &c. suit		218 30	
5	" " Shroff's wages & expenses for June & 181. @ 73¾		133 49	
19	" " Tse Tsang 12 de rent (collected by us in error) of property purchased by him Lot No 487 & 153 2/4 @ 73/-		112 63	
4	" " Mun land rate for 6 mos @ 31 Dec '81 @ 4/10 p.c. per annum			
	Lots Nos 1 & 151	9 93		
	" " 88 & 143. 60. 521	154 67		
	" " 1287	20 40		
	" " 1286	22 80		
	" " 1285	25 80		
	" " 1284	25 20		
	" " 754 & 1191	18 17	276 97	
8	" " Shroff, wages & expenses for July & 215 days @ 73/-		158 72	
3	" " Comptoir d'Escompte, 3 mos int to date on E Mendes mortgage loan. Tls 12000 @ 9% per ann		270 —	
5	" " Y.I. Ass. 3 mos. int to 3rd Sept 81. on loan Tls 35 000 @ 9% per annum		737 50	
15	" " C Dowdall per legal expenses re cancelment of mortgage to Hong Kong Fire Ins. Co		80 —	
21	" " Lee Tung Kwang in final settlement of claims of Lee Tung Kwang & others against Estate according to agreement of compromise of 17th inst for Tls 65 000 — on paid Sregne & 2038 — bal Tls 5000 to be paid		60 000 —	
22	" " Lee Tung Kwang on a/c of Balance as per above		3000 —	
30	" " F.H. Bell, Trustee, amo of Hobson trust secured by mortgage on property Lot No 487 known as "Wainan Property" as per receipt and cancelled mortgage		13 333 33	
	" " C. Dowdall for prof. services in Lee Tung Kwang case		50 —	
		Forward	2349 33 53.	

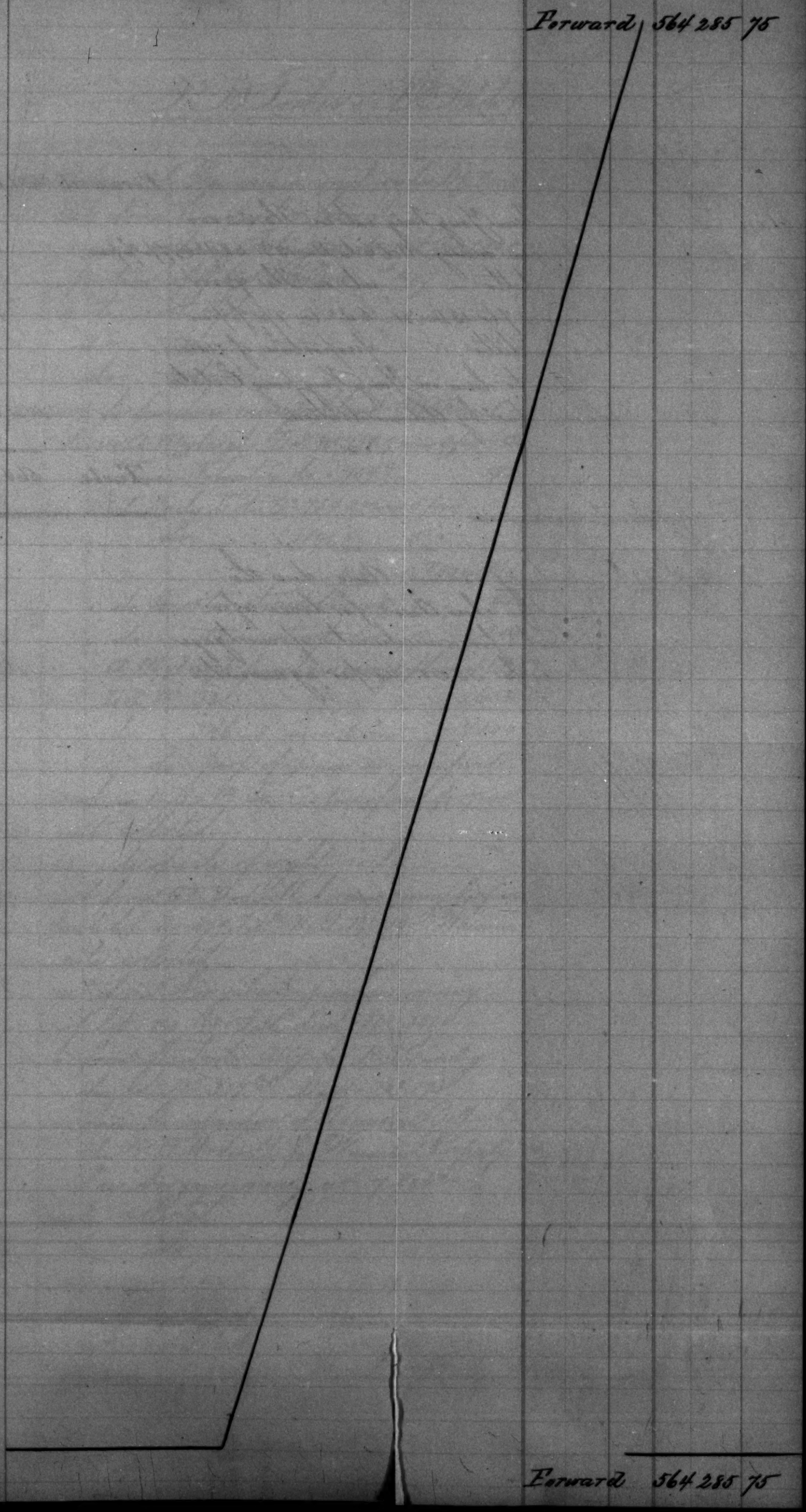
1881.					
			Forward	175 222	60
Sept	28	By rents collected & sale of night soil		691	51
Oct	1	" rec'd from H. Lester. purchase money of lots 743. 60		67 000	—
	5	" rents collected		692	95
	6	" rec'd from H. Lester. bargain money paid him by Yeo Jeun Yang Ing on a/c purchase Yang King pang Estate		32 000	—
	10	" rents collected		472	14
	13	" do do		680	23
	28	" do do & sale of night soil		447	60
Nov	2	" do do		505	03
	8	" do do		464	75
	14	" do do		708	21
Dec	5	" do do & sale night soil		639	21
	7	" rec'd from Yeo Jeun Yang Ing. 2nd pay't on a/c of purchase money Yang King pang Estate		92 000	—
	13	" rents collected		78	96
		" rec'd from Yeo Jeung Yang Ing balance purchase money Yang King pang Estate		188 000	—
	15	" " purchase 1 share Hongkong Fire Ins'ce Co'y @ 192 @ 73.5	676 20		
		Less Brokerage paid 1%	6 76	669	44
	19	" rents collected		1 060	32
	21	" rec'd from Chun Chin Shi for sale of land at Sicawei		1 706	—
Jan 1882	20	" " " T. Corpus. purchase money remainder of Ind'e Ind'e Russian Consulate		500	00
	27	" value of sundry Jewellery & Trinkets taken over for distribution amongst the beneficiaries as valued in sworn Inventory of Messrs Dunnoring & Wild. appointed by the U.S. Consul General		746	80
			Forward	564 285	75

			Forward		234	938 53
Sept 1881	9	To paid sheroff. wages & expenses for August $ 181. @ 73¾			133	49
	"	" U.S. Consul for scale on Lo. Tung Kwang case 11½ days @ 74			13	02
Oct	4	" " Chinese land tax on Lot No 754			25	77
	"	" do " do " No 346			11	60
	"	" do " do " No 1191			12	-
	10	" " Wang Tung Yue, compromise for his claim against				
		" Estate, as per bond of indemnity			25 000	-
	11	" " To Tung Kwang, balance of claim settled 21 Sept			2 000	-
	10	" " U.S. Consul for scale to documents	8 00			
	"	" " Sheroff wages & expenses for September	13.01.00	$ 13.10 @ 75	9	82 72
Nov	1	" " R.E. Mainwright, solicitors fee in London & Shanghai				
		re Chartered Mercantile Bank mortgage			64	—
	7	" " Sheroff. wages & expenses for Octo $ 181. @ 74¼			134	84
Dec	3	" " Comptoir d'Escompte 3 mos int. to date on				
		E. Moudrie mortgage loan Tls 12000 @ 9% per ann			270	—
	5	" " Y. Ins. Assn. int on loan Tls 35000 3 mos @ 4 Dec @ 9%			787	50
	8	" amount appropriated and remitted as under				
		U.S. Gold $ 73000 remitted to American Mint at Law				
		@ 82¼	60042 50			
		English Legation £ 3800 @ 5/9 ¾	16 043 30		75 085	80
	15	" amount appropriated and remitted as under				
		U.S. Gold $ 30.000 remitted to American				
		Mint at Law @ 82¼	24 750 —			
		English Legation £ 2400 @ 5/9 ¼	9 560 17		34 310	17
	13	" paid Yangtsze Ins. Assn. repay^t of loan Tls 35000 of 3 June '80			35 000	—
	"	" " Comptoir d'Escompte, repay^t of E. Moudrie				
		mortgage loans Tls 11000 of 3 June '80 &				
		Tls 1000 of 18 June '80			12 000	—
	14	" " Chinese ~~China~~ land tax on lot No 1			4	08
	22	" " Comptoir d'Escompte, proportion of				
		A. Robinson's legal fee on Moudrie mortgage loan			20	—
	15	" " Brit. Consul. fee for cancellation of mortgage	$ 6 @ 74¼		4	47
	22	" " Chun Chiew Shi. wages & expenses Nov	181			
	"	" " do do do Dec.	120 12/301 00 @ 74¼		225	117
Jan 1882	12	" " U.S. Consul for 2 scale $ 14 00 @ 74¼			3	28
	17	" " Hong Kong & Shai Bank 30 d/s draft Hamond & Stephens				
		London on Drummond & Latham due 11 Feb '82 acct				
		mortgage to Chartered Mercantile Bank				
		£ 36.10.0. @ 4/11 ¼	147 23			
		Less rebate 25 d/s @ 3%	30		146	93
	18	" " Comptoir d'Escompte int. from 3 Dec 81 @ 3 June '82				
		on E. Moudrie mortgage loan Tls 12000 @ 9% per ann			540	—
		Less int. on deposit Tls 12000 from				
		13 Dec '81 @ 3 June '82 — 172 days @ 3% per ann	169 64		370	36
		Forward			421 543	63

			Forward	131 194
1881				
Mar	21	By rents collected		796
	23	" rec^d from Mun. Council for road passing thro' Dr. Johnston's property reg^d at British Consulate Lot No 1602 Reg^r 1295 before lot 754		1 350
	31	" rents collected		21
		" sale of night soil		5
	28	" rent of land at Secawee # 163 2/4 @ 70 3/4		46
Apr	6	" rents collected		704
	3	" rec^d from D. M. Henderson purchase money of land Old Race Course Lot 1134 part of 754		6 550
	11	" rents collected		520
	18	" do do		668
	20	" do do		791
	22	" do do Aug Brown		20
May	5	" do do & sale of night soil		473
	7	" rec^d from A.G.T. Cumins purchase money Lot 392 Reg 385		8 325
		" " S. Daly do do of the whole of the remainder of Lot 392 Reg 385		
		" " " lot 418 reg 411		
		" " " 1295 " 1288		
		" " " the remainder of lot 346 Reg 339		10 150
	9	" rents collected		829
	14	" do do		619
	19	" do do		746
	30	" do do & sale night soil		369
June	2	" do do		427
	7	" do do		569
	14	" do do		699
	17	" do do		733
	28	" do do & sale of night soil		94
July	1	" do do		486
	6	" do do		811
	14	" do do		649
	15	" rec^d from D M. Henderson purchase money 2d Cumins house Lot 1191 Brit. Cons.		156
	18	" rents collected		745
Aug	1	" do do & procede of night soil		564
	5	" do do		536
	8	" do do		244
	11	" do do		699
	16	" do do		812
	30	" do do & procede of night soil		457
Sept	5	" do do		848
	10	" do do		677
	14	" do do		824
			Forward	175 222

			Forward.	16 517	61
81	15	To amount appropriated for division among Nine		97 000	—
	17	" paid H.B.M Consul certifying fee £100 @ 73			73
	21	" " U.S. do sundry fees £7.22 " "			5 26
	3	" " Comptoir d'Escompte int on E. Mondini loan			
		Tls 12000 from 31 Dec 80 to 3 Mar 81 62 ds @ 9%		183	45
	19	" " Yangtsze Ins Assn int on loan Tls 35000			
		from 31 Dec 80 to 3 Mar 81 - 62 ds @ 9%		535	07
	5	" " Chung Shing Chi. sheriff wages & expenses Feb £236.70 @ 73		172	79
	10	" " H.S. Court fees £5 " "		3	65
	15	" " H.S. Consul Sundry fees £3.2.2 £5 40 " "		3	94
	28	" " British " seal to Patty for J.P. Bissett £2.00 " 73¾		1	47
	1	" " J.F. Bell Trustee 3 mos int to 30 June 81			
		on Mrs Robins loan		266	67
	9	" " D.M. Anderson, confirmation in full for			
		difference in measurements of lots 1294 & 1293		45	—
	13	" " Mun land rate @ 4/10% from 6 mos @ 30 June 81			
		Lots nos 482. 482B 521. 88 143.60		254	33
	21	" " do " 392. 418. 346. 754. 1191.		90	79
		do " 1295		10	23
	4	" " Sheriff wages & expenses March 176			
		" " H.S. Court for copy of P/administration £12.6 £188.6 @ 74¾		140	51
	16	" " do do do £19.22			
		" " British Consul transfer fees 6 Deeds £25 £444.24 @ 74¾		32	82
	9	" amts appropriated for division among Nine		30 000	—
		" paid Brit Consul for 4 new deeds 40			
		" " wages & expenses for Agent £172.10 £2120 @ 74		156	95
	28	" " H.S. Consul court on moneys in hand 31 Dec 80			
		Tls 15878.18 - Gold £2118.14 @ 5% Gold £1055.24			
		@ 894 - £1181.24 @ 74		874	06
		value of personal effects Tls 781.12 = Gold £1039.72			
		@ 2½% Gold £25.22 @ 894 £29.07 @ 74		21	51
	3	" " Comptoir d'Escompte 3 months interest			
		to date on E. Mondini mortgage loan			
		Tls 12000 @ 9% from		270	—
	4	" " J. Jones. 3 mos int to date on loan Tls 35000 @ 9% from		787	50
		" " Sheriff wages & expenses for May £447.15 @ 73¾		329	77
	20	" " A. Myburgh. 11 ds rent of property purchased			
		by them part of lot 754 £80.32			
		" " British Consul transfer fees Lots 482. 482B 10 £90.20 @ 74		66	82
	30	" " F.B. Bell. Trustee 3 months interest			
		to 30 Sept 81 on Mrs Robins loan		266	67
		" " Sir Pauly for amount returned for 1 sum 6 li			
		of ground supposed to be a part of lot no 754			
		which was afterwards ascertained to have been			
		previously surrendered to the Municipal Council		127	50
			Forward	148 165	09

Forward 564 285 75



Forward 564 285 75

			Forward		421	543 63
1882 Jan	18	To paid Yr. Jeus Yang Jang int on Tls. 32 000 bargain money Oct 6 to Dec 13 '81 68 d² @ 7/- p pan			144	12
"	"	ditto int on Tls 92 000 from 7 to 13 Dec. '81 - 6 d² @ 7/- p pan			113	43
		ditto proportion of route due to him on Yang King pang Estate			167	01
	27	Balance due by Administration			142	014 56
			Taels.		564	285 75

Dr. Defendency —— Amo due the Yangtsze Ins. Ass for loss of interest for cancelment of mortgage of Taels 35 000. as per agreement.

account with —— J. B. Forbes & T. D. Hitch Administrators ——

1881					
		By Balance of Receivers account rendered 31st Dec 1880			18 677
Jan	5	" recd from Compradore for rents			583
		" " " Inng Tat ground rent for 1881 portion of lot 1 Hut Cons #487			300
	13	" rents collected			726
	17	" do do			762
	20	" do do			786
		" recd for purchase money of land "Old Race Course"			
	18	from A. Myburgh Lot nº 754 9 mow 3 fun $1500.			
		" James Johnston do " 754 a	18 mow	33 000 —	
	26	" S. T. Daily Lot 754 3 mow 6 fun			
		" do " 1191 5 " 5 "			
		9 mow @ $850 - 7650			
		" do for 15 two storied houses @ $30 - 450			
		" do " 35 one storied do " 7	245	8345 —	41 345
	28	" " A Myburgh purchase money of land "Old Race Course"			
		Lot nº 321	2656		
		do " 346 - 8 mow 6 fun	7100	9756 —	
		" " do prop of premiums on unexpired risk in N.B. & M. Ins. Co. transferred 17 inst	116 32		9 872
Feb	4	" rents collected			1 169
		" proceeds of sale of night soil			8
	7	" recd from G.B. Dodwell, bargain money for purchase of land lot nº 487 Title Deed Nº 480 "Waimea Property"			2 000
	9	" rents collected			557
	15	" recd from Fany Lester purchase money of lot nº 388 Title deed Nº 381		17 400 —	
		" " from H. Lester Atty for R.S. Gundry for lot Nº 327 2d Deed nº 173		5 600 —	23 000
		" " from Compradore of Adamson Bell & Co. thro G.B. Dodwell for Waimea Property		31 000 —	
		Less bargain money recd 7 Feb 2		2 000 —	28 000
		" rents collected			705
	19	" do do			815
Mar	2	" do do			290
		" sale of night soil			5
	5	" rents collected			470
	10	" dividend on 1 share Hongkong Fire Ins Co for 1879 - 1171 @ 27½ dp			51
	11	" rents collected			398
	16	" do do.			717
				Forward	131 194

The Estate of the late E. M. Smith

81					
18	To English Legatees late E. M. Smith				
	For transfer of amount of mortgage loan alluded to in the will of the late E.M. Smith according to agreement between Mr. Conduit and Mr. Stanbury of 4 Dec'r 79	£ 25 00			
	Add two years interest due thereon for years 1878 and 1879 @ 5%	2 50			
	Add interest on same for year 1880 @ 5%	1 25			
		£ 28 75 @ 5/4		11	4 28 57
6	North British & Mcttle Ins. Co. premiums of insurance on Wainui Property				
	Tls 5480. 31 Dec/80 @ 31 Dec/81 @ 2½% Dis 20%		109 60		
	on Yang King Jang Property				
	Tls 48000 ditto ditto ditto		960 —		
	on Old Race Course Property				
	Tls 6100 ditto ditto ditto		122 —		
	on Old Race Course Property				
	Tls 4055 31 Dec'r 80 @ 31 Jan'r 81 @ ¾% Dis 20%		24 33	1	2 15 93
28	" M. N. Boyd & Co for over payment for land p/ 13 Nov'r 80				
	Tls't 151 55 2 fun 3 li 7 hanw @ Tls 550 per mow already surrendered to Munn. Council				130 35
4	" paid H. Lister wages & expenses for Dec'r	₱ 138 20			
	" " U.S Consul sundry fees	12 62			
		150 82 @ 74			111 61
19	" " do do	31 20			
22	" " " copy of will E.M. Smith with seals	12 ₱ 43 20 @ 73½			31 75
26	" " L. Pfaff in settlement of claim of H. Mueller & Co	₱ 380 87			
	" " Chun Thim Chi wages &c for January 186 20/81	3994 78 @ 73½		2	936 17
	" wages writer & sheroff do do	₱ 75 . .			55 13
2	" paid N. B. & Mer. Ins. Co. 1 years premiums 31 Jan'r 82 on Buildings Mun. Tls't 196 Tls 5500 @ 2½% less 20%		110 —		
	do do do 185 . 4500 . ¾% . .		27 —		
	do do do 186 . 10700 var . .		119 —		
	do do do 187 . 7000 1¼% . .		70 —		
	do do do . . 4700 var . .		70 —		
	do do do . . 12500 . . .		156 40		552 40
3	" paid N. B. & Mer. Ins. Co. premium Tls 2785 on Buildings Mun. Tls't 177 25 413/4/5 for 1 year to 31 Jan'r 82 @ 2½% less 20%				55 70
			Forward	16	5 17 61

	Forward	564 285 75
	Taels	564 285 75

E. & O. E.

Shanghai, 27 January 1882

(Signed.) F. B. Forbes
(Signed.) Fred. D. Fitch

Administrators of the Estate of the late E. M. Smith.

Résumé of Administrator's Final Account

Receipts

By Balance from Receiver		18 677 90
" Sales of Real Estate		511 535 95
" Rents collected		31 752 87
" Sundries		1 583 77
	Taels	563 550 49

Payments

		244 395 97
To Appropriation to Fees		71 761 90
" Repayment of Mortgages		93 276 47
" Claims & Compromises		5 355 27
" Interest		2 817 31
" Wages, Expenses & Repairs		1 824 03
" Fire Insurance		1 419 21
" Legal expenses, Court & Consular Fees		685 77
" Imperial & Municipal Taxes		142 014 56
" Balance	Taels	563 550 49

E. & O. E.

Shanghai. 27 January 1882

(Signed) F. B. Forbes
(Signed) Fred. D. Fitch
} Administrators of the Estate of the late E. N. Smith.

Subscribed and sworn to before me this 30th day of January A.D. 1882. As witness my hand and official seal

(Signed) O. N. Denny
Consul General

(Seal)

E. No 1.

In the matter of the
Estate of E. W. Smith.
deceased

Final Account of
the Administratore

Shanghai January 27th 1882

O. N. Denny Esq
U. S. Consul General

Sir:

Estate of E. M. Smith deceased.

We have now to enclose our final account in this matter which includes all receipts from rentals and from sales of all the real and personal property intrusted to us, as well as payment of all mortgage and of all claims known to us. We beg to add explanations of some of the items in the account.

Jany. 18. 1881. Mortgage to Mrs Mavrick and Mrs Brandenburg. This was mentioned in Mr. Smiths will, and was recognized as due in the agreement between the beneficiaries, although no record could

be found among the papers of the Estate. Interest appeared to have been paid only up to December 1877. and the Administrators, therefore in remitting the principal sum to the mortgagee, added interest at 5% per annum to Dec 31/80 They hold the mortgage receipts in full.

Jan'y 26. 1881 Pfaff's Claim, on behalf of H. Muller & Co. was the last of the Storekeepers claims settled under the arbitration agreed to by Mr. Knight. The others had been paid by the Receiver, and the adjustment of this was delayed on account of difficulties as to re-transfer of the property held by Mr. Pfaff as security.

July 25. 1881. A. A. Fisher's claim. This was presented by Mr F. Reid

as attorney. being for goods supplied
in 1878 to Mr. Smith. It appeared
from the statements of Mr. Lester
and of Mr Smith's Chinese Shroff
that a number of articles had been
purchased from Mr Fisher. some of
which were probably realized at
the large auctions of personal effects
during Mr. Knights Receivership.
There being no reason to contest the
claim the amount was paid.
Sept 21/22 & Oct 11. 1881. Loofunkwang
compromise.
Correspondence regarding this matter
is already on file, and further ex-
planations is not needed here. The
Administrators have received certified
copy of the order of the Circuit Court
for the District of California dismissing

the appeal of Soofunkwang against the decision of the Shanghai Consular Court. They also hold a bond of indemnity from Soofunkwang himself, and a bond of guarantee against further claims in connection with the business from Mr. Li ching fungi, nephew of the Viceroy Li-hung-chang.

Oct 10 1881. Wong-tsun-yee compromise.

Although the circumstances of this compromise are already well known to you, it may be well to recapitulate them briefly. Wong tsun yee, formerly Mr. Smith's Comprador, had been living for some years near Canton having concealed himself through fear of imprisonment at the suit of his Shanghai Creditors. After the settlement

of the Soo-fun. Kwang Case. Wong
tun-yee made his appearance in
Shanghai with the intention of pro-
-ecuting his claim on the Estate for
his alleged ownership of the land
on which stands the house known as
the Yangking-fang property. Careful
investigation showed that there were
the strongest grounds for believing his
story, even though it might have been
difficult for him to establish his
case legally. It was also evident
that, as he was supported by the
powerful influence of his colleagues
in the Canton Guild, a refusal to
come to terms with him was sure
to involve the Estate in further ex-
pensive and prolonged litigation. As
it had all along been the espoused

wish of the beneficiaries of the Estate to compromise with him on account of the bequest to his children and Mrs. Smith's will. The Administrators availing of your assistance settled with him for the sum of 25.000 taels. They hold his bond of indemnity confirmed by his two sons, and a bond of guarantee against further claims under the seal of the Canton Guild.

Notwithstanding these unexpected payments for compromise, the result of the Estate has been considerably above what was looked for at the close of Mr. Knights receivership. The price of 312.000 taels obtained for the Yang king fang property (as against Messrs Groom & Astindale's valuation of 180.000 taels)

is exceptional even in these days of high values. It may be doubted whether the transaction could be repeated to day.

The Administrators have already appropriated Taels 244.395.97 for dividing among the beneficiaries in terms of their agreement, and our account shows a balance in hand of Taels 142.014.56 awaiting distribution should no further claims appear, after deduction of the expenses and charges of the Receiver and Administrators, which have not yet been accounted for.

We have now to request that you will be good enough to fix and advertise a time for the usual hearing of any objections to

the account, in order that the same may be passed, and that our bonds may be cancelled, and that we may be discharged.

We are Sir.

Your obedient servants

Signed F.B. Forbes
Signed Jud. D. Fitch } Administrators of the Estate of the late E.M. Smith

In the matter of the Estate of E.M. Smith deceased.

Settlement of account by Administrators of the Estate

In the United States Consular
Court for the District of Shanghai.
before O. N. Denny Consul General.
Acting Judicially In Probate.

In the matter of the Estate of Edwin Maurice Smith deceased. } Notice of filing for settlement the final account of the Administratore.

Francis Blackwell Forbes and Frederick Delano Fitch Administratore of the Estate of Edwin Maurice Smith deceased having presented and filed their final account for settlement as Administratore of said Estate and asking to be discharged from further liability as such. Notice is hereby given that Monday the 27th day

of February, 1882, at 10 o'clock A.M.
of said day at the Court room
of the United States Consular
Court in Shanghai Empire of
China, has been duly appointed,
by the United States Consul General,
Acting Judicially, as the time and
place for the hearing and settlement
of said account, when and where
any person or persons interested in
said Estate may appear and
file exceptions in writing con-
testing the settlement of said
final account and the discharge
of said Administrators from
further liability.

January 30th 1882

It is ordered by the Consul

General that the foregoing notice be published in the N. C. Daily News, the Shanghai Courier and Mercury for twenty five consecutive issues

Geo. A. Shufeldt

Clerk of the Court

In the matter of the
Estate of J. E. M. Smith
deceased.

Notice of final
settlement.

In the Court of the United States Consulate General for the District of Shanghai.

Before O. N. Denny Consul General acting Judicially In Probate.

In the matter of the Estate of E. H. Smith deceased } Decree of settlement of final account of Administrators

---

Francis Blackwell Forbes and Fredrick Delano Fitch Administrators of the Estate of E. H. Smith deceased having on the 30th day of January A. D. 1882 rendered, presented and filed for settlement in Court their final account as Administrators of said Estate, and an order having been duly made on that

day appointing Monday the 27th
day of February 1882. at the hour
of 10 o'clock A.M. of said day
for the settlement of said account
and directing that notice thereof
be published in the three Daily
papers of Shanghai. to-wit, the
North China Daily News, The
Shanghai Mercury and the Shang-
hai Courier for 25 days before
the hearing thereof. and afterwards
to-wit at the time appointed the
said matter coming on to be heard,
and proof having been made to the
satisfaction of the Court, that notice
of settlement of said final account
had been duly given as ordered,
and no exceptions in writing to
said account, or any part thereof

having been filed and no contestation
of said final account having been
made on or before the said 27th day
of February 1882. and it further ap-
pearing that all the debts of said
deceased, and of said Estate and all
the expenses of the administration there-
of, and all taxes that have attached
to, or accrued against the said Estate
have been paid and discharged, and
all claims heretofore filed against
said Estate have been fully settled
compromised and paid, and that
the said Administrators have fully
accounted for all the Estate that
have come into their hands and that
the whole of the Estate within the
jurisdiction of this Court has been fully
administered, and that there is now

in the hands of said Administrators for distribution among the heirs of said Estate the sum of Taels 142.014.56 in addition to the sum of Taels 244.395.97 heretofore distributed among the said heirs by the said Administrators.

And it further appearing from a power of attorney duly executed and of Record in this Court that Russell and Co. of Shanghai have been duly appointed by the heirs of said Estate their legal representatives in and for the Empire of China and that said Administrators are the managing partners of said Russell and Co. at Shanghai and are each are directly responsible to the heirs of said Estate for the faithful accountability

to them of all sums of money
now remaining in their hands by
reason of the premises aforesaid:
and it further appearing to the
satisfaction of the Court, after
a careful examination, that said
final account contains a just
and full account of all the
moneys received and disbursed
by the said Administratore from
the commencement of their admin-
istration of said Estate to the
27th day of January 1882 includ-
-ing all sums of money belonging
to said Estate, which came to
their hands as such Administra-
-tore, or were received by any other
person by their order or authority
for their use, as such Administratore

during the period they have conducted the business of the Estate as such;

that for all items of expenditure proper vouchers were produced which in all respects supported the items as set forth in said final account, and that the said final account is just true and correct and entitled to be allowed and approved;

and the Court having duly considered all the matters aforesaid, and having been fully advised thereon. It is ordered and decreed: that the said final account be and the same is in all respects hereby confirmed, allowed, and

finally settled; that the said Administrators Francis Blackwell Forbes and Frederick Delano Fitch, be and they are hereby wholly and absolutely discharged from all further duties and responsibilities as such Administrators upon paying the expenses incurred since the filing of their said final account and by reason of the settlement thereof; that their letters of administration be and the same are hereby vacated; that the said Estate is declared fully settled and closed, and the said Administrators and their sureties are hereby released from any further liability in this behalf.

(Signed) O. N. Denny

Consul General

Acting Judicially

February 27th 1882.

The Estate of
E. M. Smith
deceased.

Issue of final
settlement.

Mr Seaman to Mr Clair

279] March 6 — 1882 — *United States Consulate General at Shanghai,*

APR 1882 RECEIVED

Mr. Denny *Consul General.* *to the State Department.*

Subject:— Kerosene oil trade with China: its growth and future prospects.

ABSTRACT OF CONTENTS.

Acts April 28. '82
A No.

Compared with ~~Gallery~~ for No 19.

279

United States Consulate General,

Shanghai, March 6th 1882

To J. C. Bancroft Davis
Assistant Secretary of State,
Washington, D.C.

Sir,

Kerosene Oil shares a prominent part of the imports into this country from the United States, and it is satisfactory to observe from the statistics below, that this branch of our trade with China is increasing each year. Being a much cheaper oil and producing a more brilliant light than the native article, it is but natural to suppose that it will at no distant day take the place of the latter to no small extent. Especially at the Treaty ports and places in close

close proximity to them.

It is estimated that at least one house out of every ten in the native city of Shanghai, now use Kerosene in preference to native oil, and in the Foreign Settlements it is more extensively consumed by most classes of Chinese.

As I have remarked in my previous observations upon the trade in Kerosene oil, there is more or less opposition to its' Extended developement on the part of the manufacturers of the native article, which is not to be wondered at, in view of the fact, that their interests have been materially effected since its' introduction into China, and,

and in some places, I understand that influence has been brought to bear on the local officials to use their exertions to discourage the use of this oil, but their efforts in this direction cannot have materially impaired the trade - a proof of this fact the statistics at foot show - the deliveries during the year 1881 as compared with 1878 having increased about three-fold.

Kerosene oil bears much longer and is about one third cheaper than the native kind.

There are Eight vessels on their way to this port with cargoes of Kerosene aggregating 250.000 cases a considerable portion of which I understand has been sold

"to arrive"

"to arrive".

The following is a comparative statement of deliveries of Kerosene oil for consumption in Shanghai from 1878 @ 1881 inclusive.

Year	Average per month	Total for Year
1878	14.492 Cases	173.907 Cases
1879	24.913 "	298.952 "
1880	32.118 "	385.416 "
1881	35.913 "	430.962 "

In Japan the consumption of this oil is much larger, the deliveries in 1881 being more than three times the quantity used here. Three steamers are expected to arrive here shortly from New York with about 133,000 cases, of which quantity

I

I am informed a large portion has changed hands.

I have been furnished with the following statistics of the consumption of Kerosene in Japan which may prove interesting.

In 1878 there were 1.068.132 cases consumed

" 1879 " " 1.177.664 " "

" 1880 " " 1.244.507 " "

" 1881 " " 1.497.873 " "

I have the honor to be

Sir

Your obedient Servant

O. N. Denny

Consul General

DEPARTMENT OF STATE
APR
RECEIVED

Dispatch

280] March 6th 1882 *United States Consulate General at Shanghai,*

Denny *Consul General.* *to the State Department.*

Subject:—

ABSTRACT OF CONTENTS.

In reference to enclosing a copy of your No 108 to Captain Nelson.

Acted Nov 28 (?)

380

United States Consulate General,

Shanghai, March 6th 1880

Hon. J. C. Bancroft Davis
Assistant Secretary of State,
Washington, D.C.

Sir,

I take great pleasure in com-
plying with the request contained
in your N° 108 dated December 31st 1881.
by enclosing a copy of the same to
Captain Nelson.

I am Sir:
Your obedient servant
O. N. Denny
Consul General

D to Clerk

281 March 1882 United States Consulate General at Shanghai,

Denny Consul General. to the State Department.

DEPT OF STATE APR 15 1882 RECEIVED

Subject:—

ABSTRACT OF CONTENTS.

Enclosing a certificate of marriage

Note marriage noted

Clerk April 28.

GV

No. 281

United States Consulate General,

Shanghai, March 7th 1882

No. J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose a certificate of marriage, which took place in my presence between William G. Buchanan and Laura Francisika Hauch. Mr. William G. Buchanan was born in Bath Maine.

I am, Sir

Your obedient servant

O. N. Denny

Consul General.

Enclosure.

Marriage certificate

CERTIFICATE

of

MARRIAGE.

Consulate General of the United States,

Shanghai, China, March 7th, 1882.

I, O. N. Denny CONSUL GENERAL OF THE UNITED STATES at Shanghai, do hereby certify that on this Seventh day of March, A.D. 1882, at the residence of Max Haenisch, in the city of Shanghai William G. Buchanan aged 29 years, born in Bath Maine, and now residing Shanghai and Laura Francisca Haenisch born in Singapore India and now residing in Shanghai were united in marriage before me, and in my presence, by Rev. Wm. Jones, who is authorized by the laws of United States to perform such a ceremony.

In witness whereof I have hereto subscribed my name and affixed the seal of the CONSULATE GENERAL AT SHANGHAI this Seventh day of March, A.D. 1882, and of the Independence of the United States the 106.

O. N. Denny

Consul General.

Dr St Clair

No 287] March 28th 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:— Dr St Clair

ABSTRACT OF CONTENTS.

Relating to certified invoices.

Ans d &c
Mar 31st 82
Ex No

No. 282

United States Consulate General,

Shanghai, March 28th 1882

Hon. J.C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

Recurring to your No. 109

dated January 14th 1882 relating to

the certification of invoices by Mr.

J.J. Coffey. I have to say that it

seems from the records on file in this

Consulate I was in error, when I

stated in my No. 244 that the

Department had been advised by at

least two of my predecessors Mr.

Seward and Mr. Bailey as to

the manner of certifying invoices at

this Consulate for many years past.

At the same time, before I can be

satisfied that my information is not correct so far as Mr. Seward is concerned I must either have access to the records which he took from the files of this Consulate or be assured by the Department that no such information was ever received from him. As the custom appears to have been inaugurated by Mr. Seward, he certainly would not have taken the liberty of departing from the rule laid down in the regulations without first consulting the Department. Mr Bailey before he left here informed me in the course of a conversation upon the subject of certifying invoices that he had written the Department in regard to the matter

matter. but upon examination the
only despatch written by him bearing
upon the question is his No 29. dated
September 18th 1879. wherein he nomina-
ted Mr. Veiler then in charge of
the shipping office, to be Deputy
Consul General. I admit however
that there is nothing in this despatch
which can be considered as information
to the Department on the manner of
signing invoice certificates. On the
contrary the language used by Mr.
Bailey when he said, "should the
Department confirm the nomination"
have to request that Mr. Veiler may
be authorized to sign invoices, landing
certificates &c" would rather lead the
Department to believe that at that
time Mr. Veiler was not signing
invoices for the Consul General when

when in fact he was, and had been
so signing them from the beginning of
of his employment in the Consulate.
This dispatch seems never to have
been replied to. Mr Coffey informed
me that when he was employed
by Mr. Seward to take charge
of the Shipping office in this
Consulate seven years ago he
was instructed by the Consul in
his duties, and among them was
those of signing and certifying
invoices, and that the practice in
this regard is the same now that
has been for many years past.
The records also show this to be
the case. This being so, the act
complained of is not more irregular
under my administration than it
was under my predecessors.

Then again as I stated in my
№ 2444 it is an absolute necessity
that the Consul General with all
his other duties, should be relieved
from that work in the tea, or busy
season, for then it is simply im-
possible for him to do it.
If the Department should approve
of the appointment of a Deputy
Consul General suggested by
Mr. Bailey for such work, then I
respectfully ask that Mr. J. J.
Coffey be appointed.

Same Sir

Your obedient servant

O. N. Denny

Consul General.

RECEIVED DEPT. OF STATE
APR 28 1882

Dr. St Clair
+
Col Faherty -

No. 283. March 28th 1882 *United States Consulate General at Shanghai,*

Mr. Denny *Consul General.* *to the State Department.*

Subject:—

ABSTRACT OF CONTENTS.

Stating the number of Pouches received from the Department last mail, and contents of same.

Ack'd May 1st

No 283.

United States Consulate General,

Shanghai, March 28th 1882

Hon. J. C. Bancroft Davis
Assistant Secretary of State,
Washington, D.C.

Sir,

I recived one Departument
pouch by the mail which left
San Francisco on the 18th of February
last and that contained only Printed
matter, and one circular letter re-
lating to the partial failure of
the Swatow Agency to forward
health reports, and only one
Departument dispatch for the
Legation at Peking came. If
the Departument forwarded
a pouch by that mail con-
taining dispatches, it has failed

failed to reach this office.

I am Sir

Your obedient servant

O. M. Dimmick

Consul General

To State

DEPARTMENT OF STATE MAY 15 1882 RECEIVED

No. 284 April 5 1882 United States Consulate General at Shanghai,

Denny Consul General. to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Enclosing Maritime returns for the Quarter ending March 31st 1882.

Ackd May 27. Sec.

No. 284

United States Consulate General,

Shanghai, April 5th 1882

Hon. J. C. Bancroft Davis
Assistant Secretary of State,
Washington, D.C.

Sir,

I have the honor to inclose herewith the Marshals returns for the Quarter ending March 31st 1882

I am Sir
Your obedient servant

O. N. Denny
Consul General

Inclosures
No 1 Civil Cases
" 2 Criminal Cases

filed.

OF CASE.

772

775

776

[Form No. 137.]

COURT OF THE UNITED STATES CONSULATE GENERAL AT

Return of Civil Suits from the First day of January to the Thirty first day of

OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME AND NATIONALITY OF PLAINTIFF.	NAME OF DEFENDANT.	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF FINE IMPOSED.	AMOUNT OF AND R
772	Sept 8th	Li Chin Yu	M. G. Holmes	Contract	For Plaintiff		
775	Janr. 19th	Wm M. Fuinvae	Owen Williams	Debt	Withdrawn Petitioner.		
776	Feb 7th	Sim Doug	Kitty Finch	Debt	For Plaintiff		

[Form No. 137.]

ITED STATES CONSULATE GENERAL AT SHANGHAI CHINA.

the First day of January to the Thirty first day of March 1887, inclusive.

	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF FINE IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.						APPEAL.
					MARSHAL.	CLERK.	COURT.	ASSOCIATES & WITNESSES.	INTERPRETER.	TOTAL.	
...nus	Contract	For Plaintiff		24 20	9.90	4.40			9.90	24.20	
...aus	Debt	Withdrawn Petitioner.		16 80	7.00	7.80				16.80	
...ch	Debt	For Plaintiff		12 00	3.00	9.00				12.00	

G Schusseldt

Marshal of the U.S. Consular Court.

[Form No. 137.]

COURT OF THE UNITED STATES CONSULATE GENERAL AT SHA

Return of Criminal Suits from the First day of January to the Thirty first day of M

No. of Case.	Date of First Proceedings.	Name and Nationality of Plaintiff.	Name of Defendant.	Nature of Suit.	Judgment.	Amount of Fine Imposed.	Amount of Fees Charged and Received.
				Assault.			
25	January 3rd	United States	Fortunate Golew	Criminal	Fined and Costs	$3.00	$ 9 50
26	" 13th	"	Frank Beckman	Desertion	Returned on board		22 80
27	" 14th	"	J. Andersen	Assault & Battery	Not Guilty		18 20
28	" 13th	David Nairn	Thomas Crawford	Desertion	Returned on board		16 50
29	" 19th	"	C. A. Fuller	Desertion	Committed to Jail 11 Days.		13 20
30	March 14th						
"	"		Albert Otto				
"	"	Robt K. Clarke	Nelson Lindbeck	Criminal	Committed to		20 00
"	"		Ole Christiansen	Desertion	Jail 7 Days.		
"	"		R. Gurreck	Drunkedness.			
"	March 17th	Carl Jerry			That Lindbeck		
31		John Holmberg			and Ericksen		
		Fergy Bendick	Robt K. Clarke		be discharged		
		Chas. Ericksen	Wm McKenzie.	Criminal.	with 3 months extra		47 95
		Cornelius Nyeus	Albert Gifford	Cruel and	wages.		
		Otto Rosencrantz		inhuman treatment	That W. McKenzie		
		Albert Otto			be discharged from ship.		
		Nils Lindbeck			& committed to jail		
		Ole Christiansen			for 10 Days.		4 00
					That Albert Gifford		
32	March 24th		Ole Christiansen		be fined $15.00	$15.00	
			C. Nyeus				
		Robt K. Clarke	J. Clark	Criminal.	Committed to		25. 25
			O. Ahlholm	Desertion	Jail 8 Days. & returned		
					on board		
1.	January 6th	United States	Chas. Montgue	Drunk Summary Court	Committed. Jail		8 00
2.	" 28th	"	J. F. Fegan	Drunk	Committed to Jail Days 20.		7 00
3	Feb 6th	"	Chas Montgue	Vagrancy	" to Jail Days 7.		8 00
4.	" 17th	"	John Cleary	Drunk	Fined & Costs.	$3.00	4 00
5.	" 21st	"	R. J. McCaslin	Drunk	" " "	$10.00	3 00
6.	" 23rd	"	John McGinley	Drunk	Committed to Jail 4 Days		8 00

G Shufeldt

Marshal of the U

[FORM No. 137.]

OF THE UNITED STATES CONSULATE GENERAL AT SHANGHAI CHINA.

Criminal Suits from the First day of January to the Thirty first day of March 1882, inclusive.

NAME OF DEFENDANT.	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF FINE IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.						APPEAL.
					MARSHAL.	CLERK.	COURT.	ASSOCIATES & WITNESSES.	INTERPRETER.	TOTAL.	
	Assault.										
Fortunate Golew	Criminal	Fined and Costs	$3.00	$ 9 50	$ 7.50	2.00				$ 9.50	
Frank Berkman	Desertion	Returned on board		22 80	12.00	10.80				22.80	
J. Andersen	Assault & Battery	Not Guilty		18 20	11.40	6.80				18.20	
Thomas Crawford	Desertion	Returned on board		16 50	13.00	3.50				16.50	
C. A. Preller	Desertion	Committed to Jail 11 Days.		13 20	11.00	2.20				13.20	
Albert Otto											
Nelson Lindbeck	Criminal	Committed to		20 00	7.00	13.00				20.00	
Ole Christiansen	Desertion	Jail 7 Days.									
R. Gurreck	Drunkedness.										
		That Lindbeck and Erickson be discharged									
Robt F. Clarke											
Wm McKenzie.	Criminal	with 3 months extra		47 95	9.00	38.95				47.95	
Albert Gifford	Court and	wages.									
	inhuman treatment	That W. McKenzie									
		be discharged from ship.									
		& committed to Jail									
		for 10 Days.		4 00	4.00					4.00	
		That Albert Gifford									
Ole Christiansen		be fined $15.00	$ 15.00								
C. Syvan											
J. Clark	Criminal.	Committed to		25.25	20.00	5.25				25.25	
O. Ahlholm	Desertion	Jail 8 Days & returned									
		on board									
Chas Montgue	Drunk	Summary Court Committed Jail		8 00	2.50	5.50				8.00	
		Days 20.									
J. F. Fegan	Drunk	Committed to Jail		7 00	7.00					7.00	
		Days 7.									
Chas Montgue	Vagrancy	to Jail		8 00	7.00	1.00				8.00	
		2 Months.									
John Cleary	Drunk	Fined & Costs.	$ 3.00	4 00	3.00	1.00				4.00	
R. J. McCarlin	Drunk	" " "	$ 10.00	3 00		3.00				3.00	
John McGinley	Drunk	Committed to Jail 4 Days		8 00	7.00	1.00				8.00	

G. Schaefeldt

Marshal of the U.S. Consular Court.

DEPARTMENT OF STATE
MAY 15 1882
RECEIVED

Grant

No. 285 | April 12 1882 | United States Consulate General at Shanghai,

Mr. Denny, Consul General. to the State Department.

Subject:— Dol claim

ABSTRACT OF CONTENTS.

An application for a leave of absence to visit the United States

Granted leave & acted on May 27. '82. A.A.G.

D

285

United States Consulate General,

Shanghai, April 12 1882

Hon. Frederick T. Frelinghuysen

Secretary of State,

Washington, D.C.

Sir,

I have the honor to apply for leave of absence to visit the United States. I desire if the public service will not suffer by it, to leave here about the first of August next, in order to escape if possible the most unhealthy months of the whole year. Viz August and September.

Although I did not inform the Department yet, my health was not good during last summer, suffering most of the time with what is known as "Shanghai Chills and fever," brought on as

as my Physician informs me by too close application to the duties of my office. He also advises a change for the coming summer. Besides it will soon be five years since I entered the Consular service in China during which time I have not asked for leave to visit home.

Should it please the Department to grant my application I beg to suggest that as General Stahel now Consul at Kobe Japan has been in charge of this office and is familiar with its duties, he be authorized and instructed to take charge during my absence.

I am &c.

Your obedient servant

O. N. Denny

Consul General

DeClair

No. 286 April 12 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

RECEIVED MAY 15 1882 DEPARTMENT OF STATE

ABSTRACT OF CONTENTS.

Reporting the death of John Robinson Seaman American Ship "Sunrise"

Entered Apr 5 Mar 27 '82.

No. 286

United States Consulate General,

Shanghai, April 12th 1882

Hon. J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

I regret to inform you of the death of John Robinson Seaman of the American Ship "Sunrise" on the 7th inst.

The Ship "Sunrise" arrived here on the 7th day of March and he was sent to the hospital for treatment on the 25th of that month. The cause of his death was Consumption.

I am, Sir.

Your obedient servant

O. N. Denny

Consul General

D. H. Clark

287] April 20th 1887 *United States Consulate General at Shanghai,*

Denny *Consul General.* *to the State Department.*

DEPARTMENT OF STATE JUN 6 1887 RECEIVED

Subject:—

ABSTRACT OF CONTENTS.

Enclosing a certificate of marriage.

Ackd June 9-87

Note noted

CERTIFICATE

of

MARRIAGE.

Consulate General of the United States,

Shanghai, China, April 13th, 1882.

I, O. N. Denny CONSUL GENERAL

OF THE UNITED STATES at Shanghai, do hereby certify that on this Thirteenth day of April, A.D. 1882, at ~~the residence of~~ St Johns College Chapel, in the city of Shanghai Wm Seaman Sayres aged 30 years, born in Jamaica New York, and now residing Shanghai and Anna Stevens born in Rockaway Long Island and now residing in Shanghai were united in marriage before me, and in my presence, by Rev. William J. Boone, who is authorized by the laws of United States to perform such a ceremony.

In witness whereof I have hereto subscribed my name and affixed the seal of the CONSULATE GENERAL AT SHANGHAI this 20th day of April, A.D. 1882, and of the Independence of the United States the 106.

O. N Denny

Consul General.

No 28

Mr.

Subject

DEPARTMENT OF STATE
JUN 6
RECEIVED

Mr Clair

No 288] April 25th 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Approval of Mr. Nugates application for two months leave of absence.

Ans June 1. 82.

No. 288

United States Consulate General,

Shanghai, April 25th 1882

Hon. Walker Blaine

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to Mr. Nugates

No 48 applying for two months

leave of absence to visit the North

of China. I have to say that I

approve it with pleasure.

I am Sir

Your obedient servant

O. N. Denny

Consul General

J. W. St Clair

No. 289 April 29th 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

DEPARTMENT OF STATE
JUN 9
1882
RECEIVED

ABSTRACT OF CONTENTS.

Acknowledging receipt of despatch

No 111.

Ack'd June 9. 82

No 289

United States Consulate General,

Shanghai, April 29th 1882

Hon. J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your despatch No 111. dated March 3rd 1882

and Sir

Your obedient servant

O. N. Denny

Consul General

No. 290 May 3rd 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Requesting a blank book of drafts

Ans'd and blank form sent 9. 5th

290

United States Consulate General,

Shanghai, May 3rd 1882

J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to request the Department to forward by return mail a blank book of drafts for the use of this Consulate

I am Sir

Your obedient servant

O. N. Denny

Consul General

No. 291] May 5th 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

DEPARTMENT OF STATE
JUN 16 1882
RECEIVED

Tsclain

ABSTRACT OF CONTENTS.

acks June 20 1882

Information in reference to a draft being drawn for ($560 17/100) to balance Miscellaneous disbursements for 1st Quar 1882.

No. 291

United States Consulate General,

Shanghai, May 5th 1882

Hon. Walker Blaine

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to inform you that I have drawn on the Honorable Secretary of State for $560.77/100 Five hundred and sixty 77/100 dollars to balance account for Consular Miscellaneous disbursements for Quarter ending March 31st 1882 for which I ask your protection.

I am Sir

Your obedient servant

O. N. Denny

Consul General

D. St Claii

No. 292] May 8th 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General, to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Ackt June 26th 82 A.H.a

Acknowledging receipt of despatches Nos 111 & 113. Also circular letter dated March 19th 1882 signed by the Hon Secretary of State.

292

United States Consulate General,

Shanghai, May 8th 1882

J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of despatch Nos 112 and 113 the last dated March 22nd 1882.

Also circular letter dated March 19th 1882 signed by the Honorable Secretary of State.

I am Sir

Your obedient servant

O. N. Denny

Consul General.

D. of Claim

No. 293] May 9th 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject;—

DEPARTMENT OF STATE
JUN 16 1882
RECEIVED

ABSTRACT OF CONTENTS.

Acis June 20. 82

In the matter of the Estate

of Mary K. Colburn

Advertise for heirs in accordance with forms,
sending copy of advt to Mrs. Thompson, Worcester.
Tell the 5th Auditor to hold draft subject to our order as
to disposition U.S.

Entered & Published

293

United States Consulate General,

Shanghai, May 9th 1882

on. Walker Blaine

Third Assistant Secretary of State,

Washington, D.C.

r,

I have the honor to inform you that the Estate of Mary K. Colburn deceased has been finally settled. I enclose a copy of the Administrators final account as approved and allowed by me showing a balance of one thousand one hundred and sixty eight 01/100 ($1168.01) dollars.

The expenses of final settlement were twenty one 42/100 ($21.42) dollars, exchange loss on draft was eighty five 09/100 ($85.09) dollars which after deducting leaves a balance of one thousand and sixty one 51/100

(1061.50) dollars due the heirs of the
Estate. for which amount I have
this day endorsed my draft to the
Fifth Auditor of the Treasury Depart-
ment. As the Estate was not ad-
ministered by me I collected no Per-
centage for the Government, neither did
the Administrator make any charge
for his services. The only heir
known to me is a sister of the
deceased named Mrs Charlotte
A. Thompson. wife of John Thomp-
son residing at Worcester Massachusetts

I am Sir

Your obedient servant

O. H. Brown

Consul General

The Estate of the late Mary N. Collum in Account

Liabilities of Estate at Shanghai	Hls	Cts.		
To Amount paid Funeral expenses	65			
" " " Astor House 19.25	14	42		
" " " Miss Burnett for her mess bill at her house and for washing &c to the time of her going to the Astor House 14.75	10	91		
" " " Advertising notice of Estate in North China Herald newspaper	2	96		
" " " U.S. Consul fee 10.90	8	07		
" " " petty expenses of Administrator	2	48		
" " " per order into the United States Consulate General @ Shanghai	864	33		
	968	17		
No commission charged				
March 17th Shanghai China				
Signed) Elliot H. Thomas				
Administrator				
Fee of final settlement	13	70		
Advertising final settlement	8	72		
Loss by exchange on Draft	85	09		
Amount of Enclosed Draft.	1061	50	1168	11
			1168	11

K. Colburn in Account with the Rev. Elliot H. Thomson Administrator

hai	Hs	Cts.			1881				
humaya	65				Dec 1st		Assets of Estate in Shanghai	Hs	Cts
19.25	14	47			" 9th		By Amount of certificate of deposit at		
ett for						" "	Oriental Bank Shanghai	681	78
l at her						" "	Interest to date on the	11	67
washing							above Dft for $ 10.50 @ 5p cent		
ew of							Nassau Brown Bro. of New York	40	32
the						" "	Deposit Principal and		
14.75	10	91					interest of her Savings Bank		
notice of							&c. at the Hankow and		
th China							Shanghai Bank 1/33.7/10	173	79
chaser	2	96				" "	Salary due her at the		
Sept 10.90	8	07					time of her death 1/63.37 @ 74	46	86
of						" "	Cash in hand at her death		
							17.72	5	74
	2	48				" "	Sale of Stores 1/50	3	70
the					Dec. 31st				
					1882	" "	Interest on current account	1	07
the					March 17	" " " " "	@ 5 to date	3	74
General									
hai	864	33							
	968	17						968	17
d									
tator									
			1						
	13	20					Amount paid per order into		
ent	8	72					the U. S. Consulate General @		
raft	85	09	1				Shanghai Hs 864.33 @ 74	1168	01
Draft.	1161	50	1168	01					
								1	
			1168	01				1168	01

In the U.S. Court
for the Consular
District of Shanghai.

No 1

Final account
of the Administrator

In the matter of the
Estate of Mary K
Colburn deceased

D. St Clair

No. 294] May 9th 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department. '82

Subject:—

Acks Rec'd 20 A.M.S.

ABSTRACT OF CONTENTS.

Forwarding Quarterly Returns for the quarter ending March 31st 1882

Note deaths noted

294

United States Consulate General,

Shanghai, May 9th 1882

Walker Blaine

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith my accounts and returns for the Quarter ending March 31st 1882.

Trusting that they may be found in order.

I am Sir

Your obedient servant

O. N. Denny

Consul General

Enclosures

1st Digest of Invoice book Form No 117

2 Arrivals and departures of American vessels Form No 120

3 Returns of deceased American citizens Form No 171

Notes

Feb 1998

No 4 Record of Notarial issues Form No 159

(Form No. 121.)

NAMES of all Deceased American Citizens, including Seamen or Mariners, together with the value of the personal effects belonging to them, and taken possession of by or deposited with O. N. Denny
U. S. Consul General at Shanghai China, from January 31st to March 31st 1883, inclusive.

DATE DECEASE.	NAMES OF PERSONS.	OF WHAT PLACE A NATIVE OR RESIDENT.	IF A SEAMAN, TO WHAT VESSEL BELONGING.	WHERE DECEASED.	VALUE OF EFFECTS.	DISPOSITION MADE THEREOF.
ary. 15th	Thomas Yates	Unknown	City of Montreal	At Sea	In charge of Master	
ch 23rd	Wm Matheson	do	do	Shanghai	do	

O. N Denny
U. S. Consul. General.

U.S. Consulate General
Shanghai.

Deceased American Citizens
Form No 121

Enclosure No 3.

D St Clair

295] May 9th 1882 United States Consulate General at Shanghai,

Denny Consul General. to the State Department.

Object:—

ABSTRACT OF CONTENTS. Acts Inst. no 8v.

Ford Quarterly returns of Rent.

and Miscellaneous Pursuits (Foreign)

for the 1st Quarter 1882.

No 295

United States Consulate General,

Shanghai, May 9th 1882

Hon. Walker Blaine

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith my Quarterly returns of rent and miscellaneous expenses, with vouchers, for the Quarter ending March 31st 1882. Trusting they will be found in order.

I am Sir.

Your obedient servant

O. N. Denny

Consul General

Inclosure

No 1. Rent and miscellaneous expenses with vouchers A & M Form No 90.

Bond approved
Cert-sent to Legation

D. H. Claim

296] May 10 th 1882 United States Consulate General at Shanghai,

Denny Consul General. to the State Department.

Subject:— Firebound General at Shanghai.

Acts of June 20. 1874

ABSTRACT OF CONTENTS.

Enclosing bond Executed by W. Fleming D. Chisholm.

296

United States Consulate General,

Shanghai, May 10th 1882

No. J. C. Bancroft Davis
Assistant Secretary of State,
Washington, D.C.

I have the honor to acknowledge the receipt of the Department's despatch No 113, and in compliance with the instructions therein, I enclose Mr. Cheshire's bond duly executed as Vice Consul General at Shanghai, which I trust will meet with the approval of the Department.

I am, Sir,

Your Obedient Servant

O. N. Denny

Consul General

Enclosure:

Bond executed by Mr. Cheshire as above

DEPT OF STATE
JUN 3 1882

Dr Clain

297] May 16th 1882 United States Consulate General at Shanghai,

Denny. Consul General. to the State Department.

Object:— In reference to the temporary appointment of Mr. Gideon Nye as Vice Consul at Chinkiang.

ABSTRACT OF CONTENTS.

Action approved under circumstances &c. &c.

Inform Mr Denny &c

Acknowledged June 3. 82

A. L. R. S.

297

United States Consulate General,

Shanghai, May 16th 1882

J. C. Bancroft Davis.
Assistant Secretary of State,
Washington, D.C.

Sir,

I have the honor to inform you that on the 2nd instant I received a despatch from Mr. Comer wherein he tendered his resignation as Vice Consul in charge of the Canton Consulate and asking to be relieved from the duties of the office at once, in order that he might return to the United States upon urgent business, and recommending the appointment temporarily of Gideon Nye Esq. an american Citizen, and long a resident at the port, to relieve him. To this despatch I replied on the 4th of this month, stating that I

I had good reason to believe that Mr.
Scruggs successor would soon arrive and
that in this view of the case it would
be to the interests of the service for him
to remain until relieved by a duly
appointed successor. Subsequently on
the 12th of May I recived a private
letter from Mr. Carow informing me
that he had made all arangements
and would leave for the United States
on the City of Tokio, which sailed
from Hong Kong on the 17th instant.
That his business was of such an urgent
nature that he must go whether re-
lieved or not, and take the chances
of being able to justify his course
before the Department. This led
me to reconsider the matter, as
I did not want the Consulate

left in charge of an unauthorized
person. I accordingly accepted
Mr. Cannon resignation, and
appointed Mr. Gideon Nye, Vice
Consul temporarily to relieve him, and
instructed Mr. Cannon by telegram
to transfer the office to Mr. Nye
upon his executing oath and bond,
form No 2. The bond to be in
the sum of two thousand ($2000.00)
dollars with citizens of the United
States as sureties, and to be sent
to this office. I will forward the
oath and bond to the Department
as soon as received. Mr Nye
has been fully advised by mail
of his temporary appointment
and instructed in his duties under
it. Had there been time before making

making this appointment.
I should have consulted our
Secretary and Interpreter at
Peking.

Trusting that my action
in the Premises will meet with
your approval.

I am Sir
Your obedient servant
O. N. Denny
Consul General

DEPARTMENT OF STATE
JUN 28
DIVISION OF

McClair

No. 298 May 17th 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:— Court Bureau Advertise for the heirs in accordance with form mailing copy of paper to person named by Mr Denny

ABSTRACT OF CONTENTS.

WB

In the matter of the Estate of Ayel Ek alias Chas. Bailey deceased

Published June 29/1882.

Copy to Mrs Ek and Chas Bailey Esq

RC

No 298

United States Consulate General,

Shanghai, May 17th 1882

Hon. Walker Blaine.
Third Assistant Secretary of State,
Washington, D.C.

Sir,

I have the honor to inform you that the Estate of Ayet Ek alias Charlie Bailey deceased has been finally settled by me. There being no Administrator I enclose herewith my finial account, which shows a balance of two hundred and thirty two 35/100. ($232.35) dollars due the heirs of the Estate, for which amount I have inclosed my draft to the Fifth Auditor of the Treasury Department Washington. The only heir known to me is John Ek a brother of the deceased

deceased, residing at Neguiok
Brown Co., State of Wisconsin.

I am Sir.

Your obedient servant

O. N. Brown.

Consul General.

Enclosure

Final account

The Estate of the late Ngel Ek. alias Ch

1880					
Nov 22nd	Liabilities of Estate at Shanghai		$	¢	
" "	To Amount paid Consular Clerk fees			9 00	
" 30th	" " " Printing Shanghai Mercury			7 50	
" "	" " " Mutual Enquirer			3 00	
" "	" " " N.C. Herald			4 08	
Dec 31st	" " " Burial expenses			17 62	
1881					
March 31st	" " " Postage			15	
June 30th	" " " Acqui Hongkong			50 00	
Nov 30th	" " " Dr L. Pichon			6 76	
May 15th	" " " C. Smidt			6 75	
" "	" " " Harrison & Co			7 00	
" "	" " " C. Mirsch			4 50	
May 16th	" " " Amount to final account			2 20	
" "	" " " Consular Clerk fees			9 00	
" "	" " " Treasury Fees on				
" "	" " " Account of Estate realized			13 14.	
" "	" " " Loss on exchange of				
" "	" " " Draft			17 50	
" 17th	" Amount of Draft.			2 32 35	385 55
					385 55

Ch[illegible] Bailey
in account with the United States Consul General
at Shanghai Acting Judicially

1880		£	£
Dec 4th	Assets of Estate in Shanghai		
	By Amount Sale of Effects	31	76
1881			
May 28th	" " " of Cash	353	79
		£	385 55

E & O. E.
Shanghai May 17th 1882

D. H. Bingham
Consul General
Acting Judicially

U.S. Consulate General
Shanghai May 17th 1882

In the matter of
the Estate of
Apl Ek alias
Charlie Bailey
deceased

Final Account

D St Clair

No. 299. May 22nd 1882 United States Consulate General at Shanghai,

Mr. Denny, Consul General. to the State Department.

DEPARTMENT OF STATE
JUN 29 1882
RECEIVED

Subject:—

ABSTRACT OF CONTENTS.

In reference to the Bond and Oath of Allegiance forwarded by Mr Nye, who is temporarily appointed Vice Consul at Canton

Desp
Aug 3. 82.

299

United States Consulate General,

Shanghai, May 22nd 1882

Hon. J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

The oath of allegiance and bond of Mr. Yaye, appointed Vice Consul temporarily at Canton, enclosed in Mr. Cannon's No. 53. are those referred to in my No. 297.

The bond I have approved.

I may mention that when Mr Cannon tendered his resignation he did not at the time assign as a reason the ill health of his family, who are in the United States. If he had done so I should have accepted it at once.

I am Sir.

I am Sir

Your obedient servant

O. M. Dreman

Consul General

S. Ltr Sent

DEPARTMENT OF STATE
JUL 6 1882
RECEIVED

No. 300 May 29 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

Ans. July 13 '82.

ABSTRACT OF CONTENTS.

Acknowledging the receipt of dispatches Nos 114 and 115 & Executive order dated March 1st 82

No. 300

United States Consulate General,

Shanghai, May 29th 1882

Hon. J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of despatch Nos 114 and 115, the last dated April 12th 1882.

Also circular letter dated March 20th 1882, enbodying a copy of an Executive order dated March 1st 1882, amending Paragraph 637 of the Consular Regulations of 1881.

I am Sir

Your obedient servant

O. N. Denny

Consul General.

Copy to Baltimore

DEPARTMENT OF STATE
JUL 6 1882
RECEIVED

No. 301 May 29 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

for attention Dft Chair

acc'd 8 July 13. 82 N.H.

ABSTRACT OF CONTENTS.

Enclosing Mr. Shufeldt's
bond as Marshal at Shanghai,
Consulate General.

No. 301

United States Consulate General,

Shanghai, May 29th 1882

Hon. J. C. Bancroft Davis
Assistant Secretary of State,
Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of the Department's despatch № 115 and in compliance with its instructions therein, I enclose Mr. Schofield's bond duly executed as Marshal at Shanghai, which I trust will meet with the approval of the Department.

I am, Sir:

Your obedient servant

O. N. Denny
Consul General.

Enclosure.

Bond executed by Wm. Schofield as above

file

Acknd Augs 1/82

No. 302 June 16th 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:— Acknowledging despatches.

ABSTRACT OF CONTENTS.

Acknowledges receipt of despatches Nos 116 to 121 inclusive also Circular letter dated April 13th 1882.

Enclosure contained in No 116 " " " No 121 and compliance with No 117.

302

United States Consulate General,

Shanghai, June 16th 1887

J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

I have the honor to acknowledge the receipt of despatch Nos. 116 to 121 inclusive, the last dated May 2nd 1887.

Also Circular Letter dated April 13th 1887. together with copies of the Forest Bulletin issued by the Census Bureau, enclosed in your No 116. and eighteen copies of Circular Letter No 42 from the Secretary of the Treasury, enclosed in your No 120.

Refering to your No 117. I will take great pleasure to comply with the request

request contained therein.

I am Sir

Your obedient servant

O. M. Dennis

Consul General

file

No. 1 June 17th 1882 United States Consulate General at Shanghai,

Mr. Shufeldt Marshal. [redacted]. to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Acknowledging the receipt of commission as Marshal of the Consular Court at Shanghai.

United States Consulate General,

Shanghai, June 17th 1882

J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your despatch dated April 12th 1882, inclosing my commission as Marshal for the Consular Court at Shanghai.

I beg in this connection to inform you that a blank bond, forwarded to me by the Department, has been duly executed and forwarded to you; which I trust will meet with your approval.

I am Sir

Your obedient servant

Your obedient servant.

Schofield

Marshal

Bond approved Cert sent Dept Aug 5th Dis Bu - D. J. Clair

No. 303 June 23rd 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Enclosing Mr. J. J. Coffey's bond duly executed by him.

No. 303.

United States Consulate General,

Shanghai, June 23rd 1882

Hon. J. C. Bancroft Davis
Assistant Secretary of State,
Washington, D.C.

Sir,

Referring to that portion of your No. 121 of 2nd May last approving the nomination of Mr. J. J. Coffey to be Deputy Consul General at Shanghai. I now have the honor to return herewith, duly executed his bond as such officer, which I trust will meet with the approval of the Department.

I am Sir:

Your obedient servant

O. N. Denny
Consul General.

Enclosure Mr. J. J. Coffey's bond.

Mr Scanlan Report about this?

No. 304 June 23rd 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Ackd Aug 1 82

Subject:—

DEPARTMENT OF STATE
JUL 31 1882
RECEIVED

ABSTRACT OF CONTENTS.

With reference to the Publication of my annual report.

No. 304

United States Consulate General,

Shanghai, June 23rd 1882

Hon. J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

The preparation of my last annual report cost me much patient labor, and I trust it may be considered of sufficient value to entitle it to publication. Although I sent it forward early in November, yet it seems that not even an extract from it has as yet been given to the Press.

I am Sir:

Your obedient servant

O. N. Denny

Consul General.

Y. file Acknd Aug. 4 / Treasy — A.J. Clair

No. 305] June 24 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject: American Bark "Diogo"

DEPARTMENT OF STATE
JUL
31
1882
RECEIVED

ABSTRACT OF CONTENTS.

With reference to the boat of the American Barque "Diogo"

305

United States Consulate General,

Shanghai, June 24th 1882

J. C. Bancroft Davis.

Assistant Secretary of State,

Washington, D.C.

I have to report the loss of the American Barque "Diriga" of Boston, 684.63/100 tons burden, while on a voyage from Sydney to Shanghai, with a cargo of 970 tons of Sydney coal; off the south west side of the Island of Vido, during heavy weather on the night of the 16th instant.

The Captain (Horace Staples) with his crew (11 in all) arrived at Shanghai on the morning of the 18th instant.

From him I learn that

that the vessel struck the island and soon bilged and keeled off.

All hands were saved. The vessel was warned for about one third her value.

They succeeded in procuring a large boat and pulled around until the morning, when Captain Wallace of the China Merchants Steamer "Chiyuen" picked them up and brought them to Shanghai, for which he deserves the highest Praise.

The ship and cargo &c. was sold at auction for the benefit of the concerned.

The crew were discharged and Paid off by the Captain.

Five of the crew were shipped in Boston.

The 1st Officer having only £68.52 due him, and the 2nd Officer £48.01 together with a portion of the crew, having applied for transportion home, which under the Regulations I will be obliged to grant. I shall send them home by the most direct route, while the rest of the crew will be taken care of here.

The ships Papers together with the registers were lost.

I am Sir

Your obedient servant

O. M. Dennis

Consul General

No. 36

Mr.

Subject

Inform inquirer

Acted Aug 4/82 Cy.

copy to D.M. Hagan Goodhue

Aug 3/82

No. 306 June 24th 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Aug 3 Asked Consul to send copy of Mr Bailey's despatch mentioned herein

Subject:— Acknowledge receipt of despatch 122 and enclosure.

DEPARTMENT OF STATE JUL 31 1882 RECEIVED

ABSTRACT OF CONTENTS.

See letter from D.M. Hagan Aug 14. 82

& from S. and Aug. 21/82

With reference to the Estate of Dennis M. Hagan (deceased)

306.

United States Consulate General,

Shanghai, June 24th 1887

No. J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your despatch No 122 dated May 9th 1887, with enclosures.

With reference to the Estate of Dennis M. Hagan, a seaman of the Ship Golden State; it appears from the record that it was finally settled by my Predecessor Mr. Bailey, there being no money, effects or in fact anything, turned over to me by him belonging to the Estate.

As far as I can

can learn from the records there
appears to have been a balance
due the Estate of (£96.99) which
with the probable loss on the
exchange of draft no doubt
made the amount of (£84.06)
specified in Mr. Bailey's letter
of the 31st of December 1878.
also it appears that a claim
was presented by a Chinese tailor
to the amount of (£24.10) and the
personal effects were sold in order
to pay this claim and settle the Estate

I am Sir

Your obedient servant

O. N. Brown

Consul General

Ack. Mr Goldsborough has been granted leave for 60 days, subject to usual statutory conditions - It is desirable that, hereafter, in transmitting applications for leave, the Consular General should merely endorse them, and not accompany them with a special despatch. ack

No. 317 July 8th 188 2

Mr. Denby Consul General. United States Consulate General at Shanghai, to the State Department.

Subject:—

DEPARTMENT OF STATE
AUG 16
1882
RECEIVED

So ack'd Aug 22 1882

ABSTRACT OF CONTENTS.

Approving Mr. Goldsborough's leave of absence.

No. 307

United States Consulate General,

Shanghai, July 8th 1882

Hon. J. C. Bancroft Davis
Assistant Secretary of State,
Washington, D.C.

Sir,

The application made by Mr. Goldsborough in his No. 99 is approved

I am Sir
Your obedient servant
O. N. Denny
Consul General.

Ack'd aug 22 82 Sheridan

Ack. Mr Jones will be appointed in Mr Williams' place.

(2) Make the appointment and inform United States Consulate General at Shanghai, Mr Nye. Mr. Jones regularly takes Mr Williams' place. Upon his return to the State Department. Mr Williams is to resume his office, it will be necessary for the Consul to renominate him.

aal

No. 308 July 20 1882

Sir. Consul General.

Subject:—

Mem. to Mrs Campbell.

ABSTRACT OF CONTENTS. 19 aug. 82. Vice Consul at Canton informed.

Approving Mr. Nye's nomination of Mr. Jones as Consular Agent at Swatow.

No. 308

United States Consulate General,

Shanghai, July 10th 1882

Hon. H.B. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

Mr. B.C. Williams Consular Agent at Swatow being about to leave that port on a visit to the United States via Europe, to be absent at least twelve months.

The Vice Consul at Canton Mr. Nye at the request of Mr. Williams, has nominated Mr. Wilbaire T. Jones of New York City to be Consular Agent at Swatow, while I do not know Mr. Jones, he having recently arrived in China, yet I have approved his nomination

nomination, as he comes so highly recommended. I enclose for your information a copy of a letter from Harper & Bothwell addressed to Mr. Jones upon his quitting their employ to come to Shanghai, which speaks for itself.

I am Sir

Your obedient servant

O. N. Denny

Consul General

Inclosure

No 1 A letter from Harper & Bothwell to Mr Jones

Copy

Franklin Square
March 15/82

Dear Mr. Jones,

We regret to learn by your communication
13th inst, that you are about to leave our
employment; but we are glad that the business
ening of which you propose to avail yourself is
promising.

As requested by you, we accept your
ignation, though very reluctantly; in order that
may make the necessary arrangements for your
age to China on 11th of May next.

Your record in Franklin Square has been
hly honorable to yourself and without a blemish
d we cheerfully bear testimony to your ability
d fidelity during your long service with us.

We wish you every success in your new
dertaking, and in the event of your return to
s country, except as a capitalist, you will be always
come to the position you have so well filled.

Both as a firm and as individuals we assure
e of our kindly regard and continued friendship.

Very truly yours
Harper & Brothers

Signed

Mr. William T. Jones.
New York City

Copy

Nashville Tenn
March 15 1864

Dear Mr. Crane

We regret to learn by your communication
of the 9th that you are about to leave our
employment, but we are glad that the reasons
cause of leaving are such as to secure your
further efforts.

We regret by you we receive your
letter. There is very little in order that
I may make the necessary arrangement by your
hope to close on 1st of May next.

We need in Nashville for
the remarks to remain and settle out a Journal
as we can readily see returns to your credit
a receipt showing your time during with us.

We wish you every success in your new
relations, and in the event of your return to
Nashville, hope to be favored with a call
from you. Respectfully

Yours Truly

Signed

Wm. Williams & Sons
Nashville Tenn

No. 309. July 11th 1882 United States Consulate General at Shanghai,

Mr. Denby Consul General. to the State Department.

Subject:—

Acknd Aug 23 82

ABSTRACT OF CONTENTS.

Enclosing Marshals Return for the 2nd Quarter 1882

309

United States Consulate General,

Shanghai, July 11th 188

Hon. J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith the Marshals returns for the Quarter ending June 30th 1882

I am Sir

Your obedient servant

O. N. Denny

Consul General

Enclosure

No 1 Marshals Return. filed

[Form No. 137.]

COURT OF THE UNITED STATES CONSULATE GENERAL AT

Return of Criminal & Civil Suits from the First day of April to the Thirtieth day

CASE.	DATE OF FIRST PROCEEDINGS.	NAME AND NATIONALITY OF PLAINTIFF.	NAME OF DEFENDANT.	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF FINE IMPOSED.	AMOUNT
33	March 30	Robt Clark	C. A. Pulley & Dorryhouse	Criminal	One month in Jail.	None	
1	April 17th	United States	Chas Montague	"	Fld		
2	June 26th	"	J. Goodwin.	"	Fined & Costs	$3.00	
778	April 18th	A. Silverthorne	E. H. Mudgett	Civil	For Plaintiff		
779	" 26th	W. A. P. Martin	Clyphant & Co.	"	"		
780	" 26th	Edward Davis	Clyphant & Co.	"	"		
781	" 27th	Tien Ipoo	Clyphant & Co.	"	"		
782	May 16th	A. Silverthorne	J. Fallmann	"	"		
783	"		W. B. Bain.	"	"		
	" 29th	G. G. Hopkins	Peter Hussey	"	Not given		
		George Lewis.		"	"		
784	June 3rd	M. Green	J. Chessman	"	For Plaintiff		

[Form No. 137.]

T OF THE UNITED STATES CONSULATE GENERAL AT SHANGHAI CHINA.

nal & Civil Suits from the First day of April to the Thirtieth day of June 1882, inclusive.

	NAME OF DEFENDANT.	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF FINE IMPOSED.	Amount of Fees Charged and Received.	DISPOSITION OF FINES AND FEES.						APPEA
						Marshal.	Clerk.	Court.	Associates & Witnesses.	Interpreter.	Total.	
k	C. A. Pulley	Criminal	One month	None	13 70							
	A. Durnyhouse	"	in Jail.	"		9.00	4.70				13.70	
tie	Chas Montague	"	Held		8 00	7.00	1.00				8.00	
	J. Goodwin.	"	Fined & Costs	$3.00	6 00	3.00					6.00	
ne	E. H. Mudgett	Civil	For Plaintiff		21 90	5.00	11.40	5.50			21.90	
ti	Olyphant & Co.	"	"		35 00	5.00	13.50	16.50			35.00	
is	Olyphant & Co	"	"		36 00	5.00	14.50	16.50			36.00	
ne	L. Hallman	"	"		37 90	8.00	19.40	5.50			37.90	
	W. B. Bain.	"	"									
ne	Peter Hussey	"	Not given		20 30	5.00	9.80	5.50			20.30	
is.	"	"	"									
	J. Chessman	"	For Plaintiff		10 50	3.00	7.00	5.50			10.50	

No. 310

Mr.

Subject :—

See Mr Wingate's No 54. (I have not seen his No. 63.)
As Bang Hong Kaw is a British subject, no objection is
seen to his temporary employment by Mr Wingate,
No. 310] July 12th 1882 United States Consulate General at Shanghai,
Mr. Denny Consul General. in his own responsibility, but the Dep't does not
appoint him Marshal. Mr Denny's views on the
Subject:— to the State Department employment of a Chinese subject in such a capacity
are sound in principle as it is generally objectionable
to appoint subjects of the country to such places.
aaa

So acknowledged Aug 7th

STATE DEPT
AUG 1
1882
RECEIVED

ABSTRACT OF CONTENTS.

Referring to Mr. Wingate's No 63. (54?)
relating to the temporary appointment
of Mr. Hong Bing Kaw to be
Marshal at his post

310

United States Consulate General,

Shanghai, July 12th 1882

J. C. Bancroft Davis
Assistant Secretary of State,
Washington, D.C.

Sir,

Referring to Mr. Wingates No 63. relating to his temporary appointment of Mr. Hong Beng Kau, to fill the vacancy of Marshal at his post. I have to say that I approve of the appointment as a temporary arrangement only. Such positions should be filled by foreigners if possible, a Chinaman in such an office is not to be depended upon.

I am Sir.

Your obedient servant

O. N. Denny
Consul General

No. 311 July 12th 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:-

acks
aug 22
Berman

CONSULAR BUREAU
AUG
16
1882
RECEIVED

ABSTRACT OF CONTENTS.

Reporting the death of
Vida Edgerton.

Entered

311.

United States Consulate General,

Shanghai, July 12th 1882

J. C. Bancroft Davis
Assistant Secretary of State,
Washington, D.C.

I have to inform you that on the 4th instant, Vida Edgerton, a citizen of the United States, and a "woman of the town", died in Shanghai very suddenly of cerebral effusion or water on the brain.

I am Sir
Your obedient servant
O. N. Denny
Consul General

No. 312 July 12th 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

ack 8/2/82
aug Sherman

RECEIVED AUG 2 1882

ABSTRACT OF CONTENTS.

Acknowledges receipt of despatch No 123. dated May 27th 1882.

317

United States Consulate General,

Shanghai, July 12th 1887

J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your despatch No 123. dated May 27th 1887.

I am Sir

Your obedient servant

O. N. Denny

Consul General

DEPARTMENT OF STATE
SEP 4 1882
RECEIVED

No. 313 July 18 1882 United States Consulate General at Shanghai,

From Denny Consul General. to the State Department.

Subject:—

Approved Jan 6/83

ABSTRACT OF CONTENTS.

Approving the nominations contained in Mr. Nyes No 63

Commerce appears to be Portuguese suspects. Gov believes the Brit. object to native and also commissioner from London. Foreign Powers - Look upon this proposal. It might be well to entrust Mr Denny to draw up the Chinese Government to the duties of the Consuls at London write to Mr Lowell at London to enquire if there is any objection to making the appointment permanent; with right to fees as compensation. If Messrs Johnson, Ford and Foster have received no fees at present, this determining may be given them. Let Dr St Clair report.

313.

United States Consulate General,

Shanghai, July 18th 1882

Hon. J. C. Bancroft Davis
Assistant Secretary of State,
Washington, D.C.

Refering to Mr. Vice Consul Hyde's No 63 I have to approve the nominations made therein.

I am Sir:

Your obedient servant

O. N. Denny
Consul General

No. 314. July 22nd 1887. United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

Rec'd Oct. 13 87

Shen

ABSTRACT OF CONTENTS.

Informs of having finally settled the Estates of Joseph Rowe Lemon Williams and Thomas Allen (deceased) Together with final accounts of same.

Allen accounts
Audited Jan 27, 1902

314

United States Consulate General,

Shanghai, July 22nd 1882

Hon. Walker Blaine
Third Assistant Secretary of State,
Washington, D.C.

I have the honor to inform you that the Estates of Joseph Rowe, Leonora Williams, and Thomas Allen (deceased) have been finally settled by me.

I enclose herewith my final accounts.

I am Sir
Your obedient servant
O. N. Denny
Consul General

Enclosures
No 1 Final account Thomas Allen (deceased)
No 2 " " Joseph Rowe "
No 3 " " Leonora Williams "

Dr. The Estate of the late Thomas Allen. in ac

To Cash	Jno. McDonald		1		
" "	Wages Yu Ching		5		
" " "	F.H. Sin.		5		
" " "	Washman		2	87	
" "	Dr. Jamieson		54	05	
" "	Chan Ching		34		
" "	Ce-man		4	65	
" "	J Donahue		30		
" "	N.C. Feuld (Advertising)		1		
" "	M.V. Vauhanmme		11	50	
" "	Cuisine de la Municipalite		29	92	
" "	Adjusting for Chinese Equivalent			80	
Being due Chinese Claimants	Escheated to Charity Fund		6	90	
To Cash	Clerks fee for settling Estate		6		187 64
	Estate!				187 64

...late Thomas Stillen ___ in account with ___ United States Consul General ___ Cr.

				1880			
	1			Apr 3d	By Cash rec'd D. F. Bailey	187 64	187 64
	5						
Sim.	5						
...ul	2	87					
...insane	54	05					
...g	34						
	4	65					
...ane	30						
...ff (Advertising)	1						
...mme	11	50					
...Municipalite	29	92					
...Chinese.							
		80					
...Fund	6	90					
...ettling Estate	6		187	64			
			187	64		187	64

E & O. E.

Shanghai July 14th 1887

D. Y. Bryan
Consul General

In the matter of
the Estate of
Thomas Allen (deceased)

Final Account

No 1

Dr. The Estate of the late Joseph Rouse in account

	To Cash Advertising		11	58		
	" " Burial		109	59		
	" " (Tins Chong)			50		
	" " Postage			20		
	" " Consular fees		11	30		
	" " House-keeper		36	45		
	Bills paid Prorata in final settlement					
	Mustard & Co	$ 74.59 @ .1255 %		9	36	
	N. C. Herald	5.34 " "			67	
	Watson Cleaver & Co	16.75 " "		2	10	
	F. W. Galles	100.00 " "		12	56	
	Hall & Holtz	9.00 " "		1	13	
	Eudora	19.00 " "		2	38	
	China M. S. N. Co.	124.29 " "		15	60	
	Japan Trading Co.	32.49 " "		4	07	
	Yung Kee & Co.	25.34 " "		3	18	
	House Cooke	3.96 " "			49	
	Tom Ching Shung	9.47 " "		1	19	
	Yuen Chung Hong	821.96 " "		103	16	
	Shun Tsun	13.21 " "		1	66	
	Tang Ah Mul	7.47 " "			94	
	Yil Dah	2.00 " "			25	
	Tung Tong	48.70 " "		6	11	
	Shun Tah & Co	499.45 " "		62	68	
	Tong Tai & Co	147.32 " "		18	49	
	House & Offices	11.70 " "		1	51	
	Clerk fee in settling Estate.			10		427 15
						427 15

Capt Rowse — in account with — United States Consul General. — Cr.

			1880						
	11	58		Dec 4th	By Cash Summons &c.		107	50	
	109	59		1881 Jany 18th	" " Commissions		63	75	
		50		" " "	" Do		26	11	
		20		Feb 25th	" " Safe Hire 30. @ 73.		41	10	
	11	30		June 16th	" "		148	69	
	36	45		1882 April 14th	" " W. J. Watson (Fortumber)		40	00	427 15
	9	36							
		67							
	2	10							
	12	56							
	1	13							
	2	38							
	15	60							
	4	07							
	3	18							
		49							
	1	19							
	103	16							
	1	66							
		94							
		75							
	6	11							
	62	68							
	18	49							
	1	51							
	10		427	15			427	15	
			427	15					

E & O. E

Shanghai June 14th 1882

O. U. Dunn

Consul General

In the U.S. Court
for the Consular District
of Shanghai

In the matter of
the Estate of Joseph
Rouse deceased

Final Account.

No 2.

Dr. The Estate of Seneca Williams (deceased)

21st	To Advertising		8 51	
30th	" Dr Sloan		20 55	
31st	" Burial expenses		123 29	
24th	" Consular fees		12	
15th	" Cooke line			
	Bills paid Pocahontas final settlement			
29th	Kelly & Walsh 21.50 @ .9488 p/ exchange		2 04	
	Weeks & Co 13.55 " " "		1 29	
	Hall & Holtz 168.70 " " "		16	
	J. Sleeseflynt & Co 10.00 " " "		95	
	C.S. Chinton & Co 23.00 " " "		2 18	
	Shyung Chang 8.00 " " "		76	
	Mustad & Co 21.60 " " "		2 07	
2nd	Yue Shap (Tailor) 11.00 " " "		1 04	
	Washman 25.00 " " "		2 36	
	L. Varard & Co 10.75 " " "		1 02	
	C. Grim & Co 16.80 " " "		1 59	
	Georges & Co 8.00 " " "		76	
5th	Clerks fee for settling Estate		9 00	205 41
				205 41

...a Williams (deceased) — in account with — United States Consul General — Cr.

			1880				
			Oct 26	By Cash Tale 157 @ 74.		205 41	205 41
	8	51					
	20	55					
	123	29					
	12						
...unt.							
	2	04					
	1	29					
	16						
		95					
	2	18					
		76					
	2	07					
	1	04					
	2	36					
	1	82					
	1	59					
		76					
	9	00	205	41			
			205	41		205	41

E & O. E.

Shanghai May 23rd 1881

O. N. Bryan
Consul Tientsin.

In the U.S. Court
for the Consular
District of Shanghai

In the matter of the
Estate of Lenora
Williams (deceased)

Final Account

No 3.

Ac. Oct. 13/82 Sherman

St. Louis

No. 315 July 22nd 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Acknowledges receipt of despatch Nos 314 and 315 also Bank drafts.

No. 315.

United States Consulate General,

Shanghai, July 22nd 1887.

Walker Blaine
Third Assistant Secretary of State,
Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your despatch Nos 214 and 215. the last dated June 9th 1887.

Also blank drafts as referred to in your despatch No 215.

I am Sir
Your obedient servant
O. N. Denny
Consul General.

No. 31

Mr.

Subject :

RTMENT OF S
SEP
16
RECEIVED

Ae. Oct. 13/82
Shem

No. 316 July 31st 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:— Death of Donald Ross.

ABSTRACT OF CONTENTS.

Informing of the death of Donald Ross.

Enter
Entered

316

United States Consulate General,

Shanghai, July 31st 1882

Walker Blaine

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to report the death of Donald Ross 3rd Engineer of the China Merchants Steamer "Hwai yuen," on the 18th instant.

He was an English subject born in Scotland and naturalized in the United States.

I am informed he has a brother named Douglas Ross in Bridgeton, Glasgow, Scotland.

I am Sir

Your obedient servant

O. N. Denny

Consul General

Encls. asked for Ac. Oct 13 Sw Sherman

Where are the Enclosures?

317 August 1st 1882 United States Consulate General at Shanghai,

Denny Consul General. to the State Department.

Subject:— Estates.

ABSTRACT OF CONTENTS.

Semi-annual return of Estates of deceased citizens.

Enclosure not with despatch. J.A.H.

317

United States Consulate General,

Shanghai, August 1st 1882

Walker Blaine.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to hand you herewith my semi-annual report on Estates of deceased American citizens in accordance with paragraph 634 Consular Regulations Viz:

F B H Jenkins

B. N. Lewis and

Nellie Lawrence.

which are in course of administration.

I have Sir

Your obedient servant

O. N. Denny

Consul General

DEPARTMENT OF STATE
SEP
16
1882

Ae. oct 13/82
Shen

J. Ttelai

318 August 1st 188

Dennys

United States Consulate General at Shanghai,

Consul General. to the State Department.

Object:—

ABSTRACT OF CONTENTS.

Acknowledges receipt of despatches
Nos 126 & 127. also Circular letter
with accompanying document

No. 318

United States Consulate General,

Shanghai, August 1st 1882

Hon. Walker Blaine

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your despatch Nos. 126 and 127 with enclosure, the last dated June 20th 1882. also Circular letter dated June 8th 1882 accompanyed by miscellaneous document No 89 relative to the exercise of judicial extraterritorial rights conferred upon the United States.

I am Sir

Your obedient servant

O. N. Denny

Consul General.

Mr Cutler

319 August 2nd 1887 United States Consulate General at Shanghai,

Denny Consul General. to the State Department.

Subject:—

DEPARTMENT OF STATE
SEP 16 1887
RECEIVED

Ac. by mail only
Oct. 13/87 Shw

ABSTRACT OF CONTENTS.

Replying to despatch No 127.

318.

United States Consulate General,

Shanghai, August 2nd 1882

Walker Blaine
Esq.
Third Assistant Secretary of State,
Washington, D.C.

Sir,

Referring to your No. 127
dated June 30th enclosing a copy of
a letter addressed to the Hon.
Secretary of State by Mrs. Elizabeth
Adams Hall wherein she complains of my
judicial action with regard to certain
property in dispute between her and her
husband. In reply I have to say
that while I recognize the fact
that I am responsible to the Depart-
-ment for all my official acts
including those as a judicial
officer. yet the receipt of a despatch
from the Department in relation to a
case pending before me as a Judge

Judge caused me no little surprise.
It seems hard that Litigants should
be encouraged in the pursuit of such a
course. So far as I am concerned
I am ever more anxious to discharge my
duties as a Judicial officer fairly and im
-partially, than the parties are to have
me, as I have more at stake than they
It is untrue that I ever had dealings with
Hill at Trenton as stated by the Hil
or elsewhere. It is equally untrue that I ever
granted an injunction in the case to which
she alludes. When I assumed charge of this
Circuit there was a motion pending to dissolve
a temporary injunction issued out of
this Circuit Court by
my predecessor with the mutual
consent of Mr. Hill and
Dr. Mathew Tyson Yates

Matthew Tyson Yates, Mrs Hill's
Agent, restraining him from paying
over to Mrs Hill the rents
and profits of certain lands
standing in her name in Shanghai.
In due time this motion,
upon application of Mrs.
Hill's Counsel came on for
hearing. The motion asked
for the dissolution of the
injunction.
1st Because it was issued with-
out due process of law.
2nd That there was no sufficient
reason for its existance.
3rd That the property affected by
it is the separate Estate of
said Elizabeth Adams Hill,
and her husband is not entitled

entitled to interfere with, or
deprive her of it at all.
Practically there were but
two reasons for the motion,
the 2nd being embraced in
the first. In the disposition
of the motion I declined to
hear any testimony as the
questions raised were such as
could be disposed of from
the record already made in
case. In this regard I was
in accord with the views ex-
pressed by Mrs. Hill's counsel
Mr. Henderson, as will be seen
from the enclosed clipping.
After hearing the arguments
of Plaintiffs and Defendants
Counsel, I took the matter

matter under advisement until
the 24th day of August
when I announced the conclusions
I had reached. I dissolved
the injunction because it ap-
peared that the Plaintiff had
an adequate remedy at law
for the injury complained of.
Besides the petition was de-
fective in other respects but
Mr Hill says that I not
only refused to dissolve the
injunction but issued another
one.
In disposing of the 3rd reason
assigned in the motion I
simply announced the rule of
law which I understand governs
in such cases in Ohio and

and Japan. Viz: that of the common law. (Section 4086 Revised Statutes, 2nd Edition) which entitles the husband to receive the rents and profits of his wife's real estate during their joint lives, and also to all her personal property and choses in action if he reduces them to possession during his life time.

As I did not wish Mrs. Hill to suffer any injustice in the event the decision was erroneous, I declined to pay over to Hill the rents then on deposit in the Consulate, until the case could be heard on appeal by the Minister at

at Peking. The case was
appealed, and Minister Angell
affirmed my decision: then and
not till then was the money
paid over to Hill. To fact
which Mrs Hill omits from
the best of her grievances pre-
sented to the Hon. Secretary of
State. I may mention in this
connection also, that Mr. Angell
informed me that while he
was considering the case on
appeal, he received one or two
letters from Mrs. Hill scolding
and scolding) but by turns to
reverse my decision. It was
a matter however of no moment
to me whether the decision was
affirmed or not. I decided it

it upon the record presented, and according to the law governing the case as I understood it. In justice to Mr. Bailey I will state that an appeal was also taken by Mrs. Hill to the United States Circuit Court of California from his order authorizing the rents under his control to be paid over to Mrs. Hill and was dismissed upon the motion of her counsel. The title to the property from which the rents alluded to were received was not brought in question in that proceeding. The suit now pending, and which Mrs. Hill wants transferred to the Department for

trial is brought by Hill to have declared void the deed giving the land to Mrs Hill on the ground that such transactions between husband and wife at common law are void; and that as he has given Mrs Hill large sums of money as well as other personal property, and that as she has, without cause, deserted his bed and refused to live with him longer as his wife, a court of equity should not under such circumstances enforce it. When judgment is rendered in the case I will transmit a copy of it to the Department. It will be based upon the law and the

the evidence I trust, independent of the false representations of Mrs. Hill or the dictation of any one; should it be erroneous, the error can be corrected.

I feel deeply grateful to the Department for its assurance of the high opinion it entertains for me as an officer, and in return I beg to say that in all my official actions my constant aim will be to merit so high a compliment.

I am Sir
Your obedient servant
O. H. Irwin
Consul General

6th August.

Before O. N. DENNY, Esq., *Consul-General, Acting Judicially.*

CHARLES EUGENE HILL *v.* MATTHEW TYSON YATES, Agent of ELIZABETH ADAMS HILL.

Mr. R. E. WAINEWRIGHT appeared for the plaintiff.

Mr. J. J. HENDERSON appeared for the defendant.

This was a motion to set aside an injunction granted in April 1879, whereby the rents and profits of certain property alleged to have been given to Mrs. Hill by the plaintiff for her sole use and benefit had been paid into the United States Consulate-General. The case was before the Court in September 1879, and again in April last, when the circumstances were fully gone into and reported in our columns.

Mr. WAINEWRIGHT now applied for the hearing of the present motion to stand over until the 12th inst., and explained that he had filed an affidavit setting forth that Mr. Hill had had to go to Tientsin and Peking on his recent return from the United States on business of great urgency and importance. Mr. Hill was advised and believed that he was a material witness on the hearing of the motion, and he (Mr. Wainewright) asked for the adjournment so that he could be called, it being expected that Mr. Hill would be back before the 12th inst.

Mr. HENDERSON objected to this course being adopted, and said that it was not his intention to go beyond what appeared on the record. It was his intention to confine himself purely to the matter of procedure, and, according to the motion he had filed, he asked that the injunction be dissolved on the ground that it was not granted with due process of law. He failed to see that Mr. Hill's evidence would assist the Court in any way. The case had now been under consideration for about a year and a half, and there were serious objections to a further postponement.

In answer to Mr. Wainewright, Mr. Henderson explained that he appeared for Mr. Myburgh, who was now the agent and attorney for Mrs. Hill. He had previously appeared, and he thought it was rather late now for Mr. Wainewright to question his *locus standi*. He also mentioned that there was an affidavit on the file stating that Mr. Myburgh had been appointed agent for Mrs. Hill in the place of Dr. Yates.

Mr. WAINEWRIGHT maintained that the power of attorney referred to was insufficient for the purpose, because it had not received the concurrence of Mrs. Hill's husband, and cited authorities in support of his view.

The point was argued at some length, after which his Honour decided that Mr. Myburgh had a right to appear for Mrs. Hill. The next question was, he said, whether Mr. Henderson was authorised to appear for Mr. Myburgh.

Mr. WAINEWRIGHT said that he did not press that point.

Mr. WAINEWRIGHT again raised the question of the necessity of an adjournment to obtain the evidence of Mr. Hill.

Mr. HENDERSON repeated that he did not ask for anything more than the record itself showed. If the injunction could not be set aside on the record, he concluded that it ought to stand. Under these circumstances, His Honour did not see why the motion should not be heard on Mr. Henderson's application. If the case could not be disposed of from the record, he would be willing to consider the necessity of taking further testimony.

No. 32

Mr.

Subject:

Accepted for Department
SEP 16 1882
RECEIVED

S. Ltelou

No. 320 August 9 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Informs having drawn a draft to balance account Form 90. Second Quarter 1882.

320

United States Consulate General,

Shanghai, August 9th 1882

Walker Blaine

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to inform you that I have drawn on the Honorable Secretary of State for four hundred and eighty two 77/100 ($482.77) dollars to balance account Item 90 Miscellaneous disbursements for Quarter ending June 30th 1882. for which I ask your protection.

I am Sir:

Your obedient servant

O. N. Denny

Consul General.

No. 32

Mr.

Subject

DEPARTMENT OF STATE
SEP
16
1882

Ac. Oct 13/82
Shem

S. Tclesii

No. 321 Shanghai August 9 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Trade Quarterly returns for the Second Quarter 1882

Trade Returns entered

No 321

United States Consulate General,

Shanghai, August 9th 1882

Hon. Walker Blaine

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith my accounts and returns for the Quarter ending June 30th 1882.

Trusting that they may be found in order.

I am Sir:

Your obedient servant

O. N. Denny

Consul General

Inclosures

No 1 Digest of Invoice book. Form No 117.

" 2. Inward and departure of American vessels Form No 120.

" 3. Return of deceased American citizens Form No 121.

Dec 19 '98

No 4. Record of Notorial services fee 70c 159

" 5 Aggregate of Fees fee " 105

(Form No. 121.)

NAMES of all Deceased American Citizens, including Seamen or Mariners, together with the value of the personal effects belonging to them, and taken possession of by or deposited with C. A. Denny Consul at Shanghai China, from April 1st to June 30th, inclusive.

DATE DECEASE.	NAMES OF PERSONS.	OF WHAT PLACE A NATIVE OR RESIDENT.	IF A SEAMAN, TO WHAT VESSEL BELONGING.	WHERE DECEASED.	VALUE OF EFFECTS.	DISPOSITION MADE THEREOF.
1887.						
June 7th	John Robinson.	United States	"Sunrise"	Shanghai.	10.81	Seamens Fund.

O. N. Denny
U. S. Consul.
General.

Return of deceased
American citizens

Form No 121

Enclosure No 3.

Euler
Estimate

DEPARTMENT OF STATE
SEP
16
1882

ac Oct. 13 for Thurman

No. 322 August 10 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Informing of having drawn a draft #, for ($515.62) for the relief of destitute seamen.

322

United States Consulate General,

Shanghai, August 10th 1882

on. Walker Blaine

Third Assistant Secretary of State,

Washington, D.C.

r,

I have the honor to inform the Department that I have drawn draft No 4. dated July 17th 1882. for the sum of five hundred and fifteen 67/100 ($515.67) dollars Gold coin. for which I ask your Protection.

The disbursements are sustained by vouchers forwarded to the Treasury Department in Forms 94. 110 and 126. for the Second Quarter 1882. and were made on behalf of destitute American seamen, principally composed of a portion of the

the crew of the wrecked American
Barque "Diego" of Boston
Massachusetts.

I am Sir;

Your obedient servant

O. M. Degrey

Consul General

DEPARTMENT OF STATE
SEP 29 1882
RECEIVED

ACK: This is a matter which requires no reply from this Dept. Sec'y Act 13 Shanghai and Mr. Denny will pay no further attention to it

No. 323 August 16th 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Enclosing the communication from the Chairman of the Shanghai General Chamber of Commerce for the Department's consideration

323.

United States Consulate General,

Shanghai, Aug 16th 1882

Fredk. T. Frelinghuysen

Secretary of State,

Washington, D.C.

Sir

At the request of the Shanghai General Chamber of Commerce through its Chairman I forward for your consideration the enclosed communication.

I am Sir.

Your obedient servant

O. N. Denny

Consul General.

U.S. CONSULATE GENERAL
AUG 11 1882
U.S.N. SHANGHAI

Shanghai General Chamber of Commerce,

Shanghai, 10th August 1882

Sir,

The attention of the Chamber has been drawn to the publication in the local papers of the Draft Clauses of a Treaty of Commerce said to have been agreed upon between the United States minister on behalf of the United States Government and the Government of Corea.

As the Chamber represents the General mercantile Community of this Port, which comprises all nationalities, the Committee on behalf of the general body of the members desire me to express a hope that your government will be good enough to afford the Chamber an opportunity of expressing its views upon the Commercial clauses of the Treaty in which the entire trade of the extreme East is very greatly interested, before its final ratification.

May I ask you therefore to forward this application to the proper quarter for consideration

I have the honour to be
Sir
Your most obedient Servant
Wm Nourse
Chairman.

W. Denny Esq.
U. S. Consul General
Shanghai.

DEPARTMENT OF STATE
SEP 25 1882
RECEIVED

Sent to Mr. Thurman Judge Hornor

No. 374 August 16 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:— ask and appear that is a sound & righteous judge

Hornor
Oct 26th

ABSTRACT OF CONTENTS.

Enclosing the proceedings in the Crossett case.

324

United States Consulate General,

Shanghai, August 16th 1882

Walker Blaine

Third Assistant Secretary of State,

Washington, D.C.

Sir: I have the honor to enclose herewith for the information of the Department a copy of the proceedings had in a case recently tried before me, which explains itself. I may mention however that upon the receipt of Mr. Holcombe's despatch to me I took Mr. Crossett into custody, and turned him over to the Marshal of this Consulate, as requested, pending the completion of arrangements to send him to the United States; but before these could be made Mr. Crossett

Crossett applied for a writ of
Habeas Corpus which resulted
as herein indicated.

I am Sir

Your obedient servant

C. M Dreiser

Asst Adj Genl

IN THE U.S. COURT FOR THE CONSULAR DISTRICT OF SHANGHAI.

Shanghai, 9th August, 1882.

Before O. N. DENNY, Esq., *Consul-General, Acting Judicially.*

His HONOUR gave judgment on an application for a writ of *habeas corpus* by J. F. Crossett, a former missionary. The pleadings, which were entirely documentary, read as follows :—

IN THE MATTER OF THE APPLICATION OF J. F. CROSSETT FOR WRIT OF HABEAS CORPUS.

The petition of J. F. Crossett shows that he is a citizen of the United States, of the age of 37 years, and a resident of China. That he is unlawfully restrained of his liberty of Geo. Adam Shufeldt, United States Marshal of the Consular Court at Shanghai. That the said restraint is illegal, and that the illegality thereof consists in this, that the petitioner arrived here from the United States in the month of June last to engage in some kind of labour, and to prosecute his Chinese studies. That he proceeded at once to Tsi-nan-fu, the capital of the province of Shantung. That he had only been in said city about eleven days, when, on or about the 1st day of July last, he was arrested by the Chinese authorities acting, as the petitioner is informed and believes, under the instruction of Chester Holcombe, Esq., then in charge of the United States Legation at Peking as Secretary and Interpreter, and taken to Tientsin, and there delivered into the custody of the United States Consul, who, without informing him of the cause of his arrest, placed him on board of one of the C.M.S.N. Co.'s steamers in charge of the Captain to be taken to the United States Consul-General upon arrival in Shanghai. That the petitioner is informed and believes the said Consul was also acting under instructions from the said Chester Holcombe, Secretary and Interpreter as aforesaid. That he has not been accused of any crime, neither has he been informed of the reason for this unlawful conduct of the said officials against him. That the petitioner prays that a writ of Habeas Corpus may be granted directed to the said Geo. Adam Shufeldt, Marshal, as aforesaid, commanding him to have the body of petitioner before the Court at a time and place to do and receive what shall then and there be considered concerning the petitioner, together with the said writ, to the end that the petitioner may be restored to his liberty.

Subscribed, and sworn to, etc.,

(Signed) J. F. CROSSETT.

Whereupon the following order was entered :—

Upon reading and filing the petition of J. F. Crossett, duly signed and verified by him, whereby it appears that he is illegally restrained of his liberty by George Adam Shufeldt, United States Marshal for the Consular Court for the District of Shanghai, Empire of China, and stating wherein the illegality consists, from which it appears to me that a writ of Habeas Corpus ought to issue. It is therefore ordered that a writ of Habeas Corpus issue out of and under the seal of this Consular Court directed to the said George Adam Shufeldt, United States Marshal for the Consular Court at Shanghai, commanding him to have the body of the said J. F. Crossett, before me in the Court room of the said Consular Court on the 25th day of July 1882, at the hour of 10 a.m. of that day to do and receive what shall then and there be considered concerning the said J. F. Crossett, together with the time and cause of his detention, and that he have then and there the said writ.

(Signed) O. N. DENNY,
U. S. Consul-General,
Acting Judicially.

Dated, July 24th, 1882.

The following is the writ :—

To George Adam Shufeldt, Marshal for the United States Consular Court of the District of Shanghai, Empire of China.

In the name of the United States of America :—

I command you that you have the body of J. F. Crossett by you detained and restrained of his liberty as he alleges, together with the time and cause of such detention and restraint by whatsoever name the said J. F. Crossett shall be called before O. N. Denny, United States Consul General, Acting Judicially, at the Court Room of said Consulate in Shanghai on the 25th day of July, 1882, at the hour of 10 a.m. of said day, to do and receive what shall then and there be considered concerning the said J. F. Crossett, and have you then and there this writ.

Witness my hand and official seal this 24th day of July, A.D. 1882.

(Signed) O. N. DENNY,
U.S. Consul General,
Acting Judicially.

At the time and place named in the writ the U.S. Marshal comes and files the answer :—

To O. N. DENNY,
U.S. Consul-General,
Acting Judicially.

I, George Adam Shufeldt, United States Marshal for the Consular Court at Shanghai, in obedience to the order made by your Honor on the 24th instant, wherein I was commanded to have the body of J. F. Crossett now in my custody at the U.S. Consular Court Room in Shanghai on the 25th day of July 1882, at the hour of 10 a.m. of said day, together with the time and cause of such detention, make answer that the said J. F. Crossett is now present in Court. That he came into my custody on or about the 20th instant. That the cause of such detention is by reason of instructions received through the United States Consulate General at Shanghai, from Chester Holcombe, Esquire, Secretary and Interpreter in charge of the United States Legation of Peking, dated 13th July, 1882, a copy of which is hereto attached and made a part hereof.

I also attach and make part of this answer as relating to the cause of detention, a copy of medical certificate signed by Drs. Kenneth Mackenzie and Andrew Irwin, of Tientsin, transmitted in a despatch from the U.S. Consul at that port to your Honour as United States Consul-General, all of which is submitted in justification of my action in retaining the said J. F. Crossett of his liberty.

(Signed) GEORGE ADAM SHUFELDT,
U. S. Marshal.

Shanghai, July 25th, 1882.

(No. 17.) Legation of the United States,
Peking, July 13th, 1882.

O. N. DENNY, Esq.,
United States Consul-General,
Shanghai.

SIR,—Acting under advice from this Legation, Mr. Consul Zuck is sending to Shanghai for delivery into your charge the person of the Rev. J. Fisher Crossett, an American citizen, who is a lunatic. Mr. Zuck will advise you of the despatch of

Mr. Crossett and will furnish you with a medical certificate as to his mental condition.

Mr Crossett was formerly a missionary at Chi-nan-fu, lost his reason there in 1878-9, and at my suggestion was sent to the United States, by the Society under which he laboured, in the Spring of 1879. He has recently returned to Shantung, having worked his passage out to China *vid* Europe, as a deck hand on steamships, and has been roving about Shangtung half naked and destitute, in the guise of a Chinese beggar. He was arrested by the Chinese authorities of Chi-nan-fu at my request and sent to our Consul at Tientsin. Mr. Zuck has been requested to send him to you. And I beg you to see that he is taken charge of by the Marshal of the Consulate General upon arrival at Shanghai, and placed under proper restraint while arrangements are being made for his transportation to the United States. As he has a wife in New York or Connecticut, it will be best to send him as a second cabin or steerage passenger direct to New York by one of the tea steamers going *vid* Suez. This will also be of less expense to the Government than his passage *vid* San Francisco.

Will you please make arrangements for his transportation as indicated above with as little delay as possible. You will be able to judge whether it is necessary to send any person in charge of Mr. Crossett. His insanity is of a quiet and harmless type, and the only care needed on the voyage will be to see that he does not leave the vessel at an intermediate port. Under these circumstances, you could perhaps arrange to put him in charge of one of the ship's officers, who, for a moderate compensation, would see that he remained on board. The point is, however, left entirely to your discretion. If you will be so good as to forward vouchers in triplicate to this Legation for all expenses incurred in this business, a check in payment will be sent you at once.

I am, Sir,

Your obedient servant,

(Signed) CHESTER HOLCOMBE.

U.S. Consulate,
Tientsin, 15th July, 1882.

We, the undersigned Physicians pursuant to instructions received from Honorable Jas. C. Zuck, U.S. Consul at Tientsin, do hereby certify and declare that we have made a thorough and complete examination into the mental condition of the Reverend J. Fisher Crossett, an American citizen, and have arrived from such examination at the following conclusion, viz.,

That the above-mentioned J. Fisher Crossett, judging from his present bodily and mental condition and past history, is not a fit and proper person to be travelling alone in the interior of China, and we believe his mental state to be such that he needs and will need for some time constant supervision to prevent him doing serious injury to his health.

(Signed) J. KENNETH MACKENZIE,
M.R.C.S., L.R.C.P.
" ANDREW IRWIN,
Surgeon and Physician.

To which the petitioner replies as follows:—

To O. N. DENNY,
U.S. Consul-General,
Acting Judicially.

I, J. F. Crossett in reply to the answer of Mr. George Adam Shufeldt, U. S. Marshal for the Consular District of Shanghai, admit that I was formerly a Missionary in Tai-nan Fu, Shantung Province, China, but deny that I lost my reason in 1878-9, but admit that in the winter and spring months of 1879 I was broken down in health, and that while on a visit at Peking was pronounced unsound in mind by two medical missionaries and afterwards at Tientsin by another. I admit that, by compulsion, I was sent from Peking to Shanghai; but deny that, after reaching Shanghai, any person or persons ever exercised or attempted to exercise any control or restraint upon my person, until my return to Tsi-nan-fu in June of the present year. Having been joined by my wife in Shanghai, I consented to a visit to friends in the United States, after an absence of eight and a half years. I resigned soon after all connection with the Missionary Society, and worked for my support. In January of the present year, having so far recovered health that several physicians wrote certificates to assure my family friends that I could traval back to China *vid* a proposed tour through Europe and Palestine with no detriment to it, my brother and sister at their own suggestion and wish furnished me ample funds to return to my home in China, my wife cheerfully consurring in the arrangement that I should proceed to China by the longer route, and that after I had provided a way for the support of us both that she would cross the Pacific alone, as she had done twice before, and join me here. I admit that I worked on the steamers, as I had a right to do, and thereby gained much health in the exercise, and by diminishing cost of passage in two cases saved money for other uses.

I deny the charge of roving about Shantung province half naked and destitute, but admit to having walked from Chefoo to Tsi-nan-fu, along the great highway, in Chinese costume, carrying silver sufficient for travelling and living expenses for many months. In regard to the charge of lunacy, I deny it, and have to say that, as my petition states, I was arrested at Tsi-nan-fu and taken to Tientsin where I was kept a week and then sent to Shanghai, all under arbitrary orders from Chester Holcombe, Esq., Interpreter and Secretary in charge of affairs at the U.S. Legation at Peking, without being examined before him, and without being shown any cause for the detention of my person by those claiming to act under his instructions.

I admit that while at Tientsin a physician called upon me, in company with the U.S. Consul, and engaged me in conversation for some time; and that on another day I was called upon by one who addressed me a few remarks and shortly left, but not until I reached the Consulate at Shanghai did any cause appear for my being taken in custody.

(Signed) J. F. CROSSETT.

The matter now being at issue Drs. Neil Macleod, James Johnston and Edward Henderson, Doctors of Medicine in active practice in Shanghai, are appointed to examine the said petitioner upon the charge of being a lunatic, who after being duly notified enter upon the duties assigned them, and after having made such examination and being fully advised thereon report as follows:—

"We the undersigned, Edward Henderson, James Johnston and Neil Macleod, all Doctors of Medicine of the University of Edinburgh, and being in actual practice as physicians in Shanghai, having been appointed by O. N. Denny, Esq., Consul General of the United States of America at Shanghai, to examine J. Fisher Crossett, who is charged with being a lunatic, hereby certify that we have examined him conjointly at the United States Consulate General, before the Consul General, on the 26th day of July, and independently of each other, at number eighteen Peking Road, Shanghai, on the 28th day of July, and that we ourselves have not observed any facts indicating that he is a lunatic, and that no such facts have been communicated to us by others,

under examination, either verbally or in the following documents set forth in the answer of Mr. Shufeldt, United States Marshall, viz., the certificate of Doctors Mackenzie and Irwin of Tientsin, and the despatch of Chester Holcombe Esq., Chargé d'Affaires of the United States Legation at Peking.

(Signed) EDWARD HENDERSON, M.D.
" JAMES JOHNSTON, M.D.
" N. MACLEOD, M.D.

Dated this twenty-ninth day of July, eighteen hundred eighty-two.

JUDGEMENT.

The petitioner was present in Court during the delivery of the judgment.

His HONOUR delivered judgment as follows:—

The report submitted by Drs. Macleod, Johnston, and Henderson, physicians appointed to examine into the mental condition of J. F. Crossett the petitioner, clearly entitles him to his discharge, as they state that they are unable after a careful examination to discover any facts from any source whatever indicating that he is a lunatic. The only statements in support of the charge are made by the Hon. Chester Holcombe, U. S. Chargè d'Affaires at Peking. These are not only unsupported by any facts but they are controverted by the reply of the petitioner, which he drafted himself. Mr. Holcombe says in his despatch that the petitioner was arrested by the Chinese officials at Chi-nan-fu upon his request and taken to Tientsin. It does not appear quite clear, however, where the Acting Minister gets his authority for such a proceeding, as the jurisdiction of the Minister both civily and criminally is only appellate, except in certain cases. Sec. 4107 of the Revised Statutes, 2nd Edition, reads:—The jurisdiction of such Ministers (in China and Japan) in all matters of civil redress or of crimes except in capital cases for murder or insurrection against the governments of such countries, respectively, or for offenses against the public peace amounting to felony under the laws of the United States, shall be appellate only; *provided* that in cases where a Consular officer is interested, either as party or witness such Minister shall have original jurisdiction." But suppose by reason of the situation the Minister is justified in exercising the jurisdiction assumed, it was the petitioner's right to be taken before the author of his arrest in order that he might be heard in his own behalf. Not only was this not done, but he was arrested, and taken a distance of 250 miles, without ever having been informed of the nature of the accusation against him, or given a reason for his arrest. Had this been done and the facts and circumstances been thoroughly gone into, this proceeding would in all probability never have been instituted. But the Acting Minister seems to have concluded that as the petitioner was treated as a lunatic three years ago, he should be treated as one now. At all events his action does not appear to be based upon any facts presented. Even the certificate of Drs. Mackenzie and Irwin, of Tientsin, referred to by Mr. Holcombe, and which is dated two days after his despatch to this Consulate, does not state that the petitioner is a lunatic. Besides the conservative opinion expressed therein is also unsupported by any facts elicited upon the examination. But admit the judgment expressed by Drs. Irwin and Mackenzie to be supported by evidence, there is nothing in it to warrant the deportation of the petitioner on the ground that he is insane or by reason of lunacy he is dangerous to be at large. The certificate says:—"Judging from J. Fisher Crossett's present bodily and mental condition and past history he is not a fit and proper person to be travelling alone in the interior of China, and we believe his mental state to be such that he needs and will need for some time constant supervision to prevent him doing serious injury to his health." In passing I desire to refer to the very intimate relations which the U.S. Diplomatic and Consular service in China holds to the judicial procedure in the same jurisdiction. As instance, whatever action was taken by me in the petitioner's case prior to the issuance of the writ of Habeas Corpus, was of a ministerial nature in obedience to instructions from the Legation at Peking, but when a prisoner is brought before a Consul in China as Judge, his judicial discretion and accountability commences, and he acts under no other responsibility except to his government than that which belongs to the exercise of ordinary judicial power, and in such a case as the one under consideration if upon examination of the returns, papers, &c., submitted there appears to be no valid or legal cause for continuing the imprisonment or restraint, the prisoner must be discharged from custody. Every American citizen illegally arrested or where no offense can be brought home to him, or cause for his apprehension exists, is entitled to his discharge. So also every person accused of crime or placed under arrest has a right at the time to know and should be informed of the particular offense with which he stands charged.

a. D. Hale

No. 325 August 17th 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

Copy to Fish
And. Feby 9/83
Sherman

DEPARTMENT OF STATE
DEC
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RECEIVED

ABSTRACT OF CONTENTS.

Returning to Mr. Denny's No 268
and the Department's No 114

vj

325

United States Consulate General,

Shanghai, August 17th 1882

J. C. Bancroft Davis
Assistant Secretary of State,
Washington, D.C.

Sir:

Recurring to my No 268 and your No 114. in reply thereto. relative to Invoice Certificates and the fees for extra copies. I beg to inform you that I have taken the liberty of drawing on the Honorable Secretary of State for the sum of three hundred and fifty ($350.00) dollars U.S. Gold Coin. The amount being unofficial fees credited to the Department from April 1st 1881 to 31st of March 1882. as per statement rendered herewith enclosed. For which draft I beg your

protection I shall be glad if
my action meets with your
approval.

I am Sir:

Your obedient servant

W M Dunn

Comm't General

(~~Form No. 104.~~)

Unofficial

EXTRACT from Transcript of Fee Book of ~~those~~ Fees ~~not enumerated and contained in Return of Fees prescribed in Form No. 103~~, received at the Consulate of the United States at Shanghai from April 1st 1881 to March 31st 1882, inclusive.

DATE.	NAME OF VESSEL	NAME OF PARTY PAYING THE FEE.	NATURE OF THE SERVICE RENDERED.	AMOUNT.	REMARKS.
~~1881~~					
May 12		Russell & Co	38 Transit Pages	76	
" 16		Fearon Low & Co.	2 Extra Copy of Invoice	4	
" 17		Hal Cromie	1 "	2	
"		" Fearon Low & Co.	1 "	2	
"		" Russell & Co.	1 "	2	
" 24		"	8 Transit Pages	16	
"		" Vogel & Co.	1 Extra Copy of Invoice	2	
" 31		Russell & Co.	1 "	2	
June 13		"	1 "	2	
"		" Gibb Livingston & Co.	1 "	2	
"		" Vogel & Co.	1 "	2	
" 14		Fearon Low & Co.	1 "	2	
" 20		Russell & Co	1 Transit Page	2	
" 23		"	1 Extra Copy of Inv.	2	
" 28		Fearon Low & Co.	1 "	2	
"		" Gibb Livingston & Co.	1 "	2	2d Quarter 1881.
July 11		Russell & Co	2 "	4	
" 12		Fearon Low & Co.	3 "	6	
"		" Gibb Livingston & Co.	1 "	2	
"		" Russell & Co	2 "	4	
" 18		Gibb Livingston & Co	1 "	2	
"		" Russell & Co	2 "	4	
August 1		"	3 "	6	
" 2		Fearon Low & Co.	1	2	
"		" Gibb Livingston & Co.	2	4	
		Carried forward	TOTAL.....$	156	

United States Consul.

Consulate at .....

....., 187 .

The number inserted in the above Form must correspond with the number of the Fee in the transcript of the Fee Book.

#2

(Form No. 104.)

~~ed and contained in Return of Fees~~ Unofficial

ed States at Shanghai

, inclusive.

EXTRACT from Transcript of Fee Book of ~~those~~ Fees ~~not enumerated and contained in Return of Fees~~ prescribed in ~~Form No. 103~~, received at the Consulate of the United States at Shanghai from April 1st 1881 to March 31 1882, inclusive.

ED.	AMOUNT.	REMARKS.	No.	DATE. 1881	NAME OF PARTY PAYING THE FEE.	NATURE OF THE SERVICE RENDERED.	AMOUNT.	REMARKS.
ues	76			Aug 2	Brought Forward		$156	
vice	4		136	"	Russell & Co	1 Extra Copy of Invoice	2	
	2		168	13	Sharon Low & Co.	1 "	2	
	2		173	15	Gibb Livingston & Co.	1 "	2	
	2		178	16	Russell & Co	2 "	4	
ues	16		181	"	Sharon Low & Co.	1 "	2	
vice	2		214	26	"	1 "	2	
	2		230	29	"	2 "	4	
	2		231	"	Gibb Livingston & Co.	1 "	2	
	2		241	30	Russell & Co	2 "	4	
	2		252	Sept 2	Sharon Low & Co.	1 "	2	
	2		275	9	Russell & Co	1 "	2	
ues	2		281	12	C. P. Hutchings	Certificate of Loss	88	
vice	2		303	15	Sharon Low & Co.	1 Extra Copy of Invoice	2	
	2		311	16	Gibb Livingston & Co.	1 "	2	
	2	2d quarter 1881.	343	27	Sharon Low & Co.	1 "	2	3d
	4		352	"	Gibb Livingston & Co.	1 "	2	2d quarter 1881.
	6		44	Oct 12	Russell & Co	1 "	2	
	2		116	13	Sharon Low & Co.	1 "	2	
	4		58	"	Gibb Livingston & Co.	1 "	2	
	2		78	24	Sharon Low & Co.	1 "	2	
	4		85	"	Gibb Livingston & Co	1 "	2	
	6		95	25	"	1 "	2	
	2		131	Nov 14	Sharon Low & Co.	1 "	2	
	4		132	"	Russell & Co	1 "	2	
..... $	156				Carried Forward	TOTAL..... $	296	

1

United States Consul. *United States Consul.*

U. S. Consulate at .....

....., 187 .

of the Fee in the transcript of the Fee Book.

NOTE.—The number inserted in the above Form must correspond with the number of the Fee in the transcript of the Fee Book.

(~~Form No. 104.~~)

EXTRACT from Transcript of Fee Book of ~~those~~ Fees ~~not enumerated and contained in~~ Return of Fees ~~prescribed in Form No. 103,~~ received at the Consulate of the United States at Shanghai from April 1 1881 to March 31. 1882, inclusive.

DATE. 1881	~~MADE UNDER~~	NAME OF PARTY PAYING THE FEE.	NATURE OF THE SERVICE RENDERED.	AMOUNT.	REMARKS.
		Brought forward		$296	
Nov 14		Vogel & Co.	1 Extra Copy of Invoice	2	
	29	Gibb Livingston & Co.	1 "	2	
Dec	9	Vogel & Co.	1 "	2	
	13	Fearon Lowe & Co.	1 "	2	
	22	Vogel & Co.	1 "	2	
	29	Fearon Lowe & Co.	1 "	2	
	"	Gibb Livingston & Co.	1 "	2	
	30	Melchers & Co.	1 "	2	
	"	Russell & Co	3 "	6	4th Quarter 1881.
Jany	9	Vogel & Co.	1 "	2	
	10	Russell & Co.	2 "	4	
	21	M Slevogt,	1 "	2	
	30	Fearon Lowe & Co.	1 "	2	
	"	Russell & Co	2 "	4	
	31	Mackintosh Dudgeon & Co	1 "	2	
Feby	9	M Slevogt	1 "	2	
	15	Fearon Lowe & Co	1 "	2	
	23	Russell & Co	3 "	6	
Mch	4	M Slevogt	1 "	2	
	6	Russell & Co	1 "	2	
	7	Fearon Lowe & Co	1 "	2	1st Quarter 1882.
			TOTAL..... $	350	

U. S. Consulate at ..... United States Consul.

....., 187 .

NOTE.—The number inserted in the above Form must correspond with the number of the Fee in the transcript of the Fee Book.

(~~Form No. 104.~~)

~~ed and contained in Return of Fees~~ EXTRACT from Transcript of Fee Book of ~~those Fees not enumerated and contained in Return of Fees~~ Unofficial

~~prescribed in Form No. 103,~~ received at the Consulate of the United States at Shanghai

~~ed States at~~ Shanghai from April 1st 1881 to March 31st 1882, inclusive.

~~3~~, inclusive.

~~D.~~	AMOUNT.	REMARKS.	No.	DATE. 1881	~~LOCALITY.~~	NAME OF PARTY PAYING THE FEE.	NATURE OF THE SERVICE RENDERED.	AMOUNT.	REMARKS.
	$296			March 31st			Brought forward	$350	
	~~Consu~~ 2/								
	2/								
	2/								
	2/								
	2/								
	2/								
	2/								
	2/								
	6	4th Quarter 1881.							
	2/								
	4								
	2/								
	2/								
	4								
	2/								
	2/								
	2/								
	2/								
	6								
	2/								
	2/								
	2/								
	2/	1st Quarter 1882,							
				E & O E					
	$350						TOTAL..... $	350	

O. N. Denny

United States Consul.

United States Consul.

U. S. Consulate at Shanghai

August 10th, 1883.

the Fee in the transcript of the Fee Book.

NOTE.—The number inserted in the above Form must correspond with the number of the Fee in the transcript of the Fee Book.

DEPARTMENT OF STATE
SEP
25
1882

Ac. Oct 13/82
Thomas

Dispatch

326 August 18th 1882 United States Consulate General at Shanghai,

Denny Consul General. to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Acknowledges receipt of despatch
128.

326.

United States Consulate General,

Shanghai, August 18th 1882.

H. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

I have the honor to acknowledge the receipt of your despatch No 128. dated July 3rd 1882.

I am, Sir:

Your obedient servant

O. N. Denny

Consul General.

RTMENT OF ST
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1882
CEIV

327 | August 21 1882 United States Consulate General at Shanghai,

Denny Consul General. to the State Department.

bject:—

ABSTRACT OF CONTENTS.

Encloses Judgment in the Civil Case Hill vs Hill

No. 327

United States Consulate General,

Shanghai, August 21st 1882

Hon. Walker Blaine.

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Recurring to your No 127. and my No 319 I now have the honor to enclose for the information of the State Department my Judgment in the second case of Hill vs Hill which I trust will receive the approval of the Honorable Secretary of State.

I am Sir

Your obedient servant

O. N. Denny

Consul General

IN THE UNITED STATES CONSULAR COURT FOR THE DISTRICT OF SHANGHAI.

Shanghai, 18th August, 1882.

Before O. N. Denny, Esq., *Consul General, Acting Judicially.*

D. E. Weld, Esq.,
W. H. Macomber, Esq. } *Assessors.*

Charles E. Hill v. Elizabeth Adams Hill.

Judgment.

His Honour in delivering judgment said:—This is a suit brought by Charles Eugene Hill against Elizabeth Adams Hill, his wife, who has been living apart from him for several years, to have it declared that he is the owner of certain real property described in plaintiff's petition, situated in the French Concession at Shanghai, China, and standing in the name of his wife on the records in the French Consulate-General, and to have the same transferred to his own name to hold as his sole and individual property. The plaintiff appeared in person and by his Counsel, R. E. Wainewright, Esq. The defendant failed to appear and answer the petition as required, notwithstanding it appeared by affidavit that a copy of the petition and summons had been served upon her personally to answer at the time and place named therein. In August, 1880, it was decided by this Court that the rents and profits arising from the property referred to should be controlled by the plaintiff; but the ownership of the property was not gone into at the time. In regard to the question of jurisdiction, the first one argued, I fully agree with the views expressed by the learned Counsel for the plaintiff. The property is situated in China, within this Consular district, where all the contracts relating to it were made. Section 4085 of the Revised Statutes, second edition, reads:—"Such officers (Ministers and Consuls in China and Japan) are also invested with all the judicial authority necessary to execute the provisions of such treaties, respectively, in regard to civil rights whether of property or person; and they shall entertain jurisdiction in matters of contract, at the port where or nearest to which the contract was made, or at the port at which or nearest to which it was to be executed, and in all other matters at at the port where or nearest to which the cause of controversy arose, or at the port where or nearest to which the damage complained of was sustained, provided such port be one of the ports at which the United States are represented by Consuls. Such jurisdiction *shall embrace all controversies between citizens of the United States*, or others provided for by such treaties respectively." This authority, together with the personal service had upon the defendant above alluded to certainly completes the jurisdiction of the Court. The general principles which govern in such a case will first be considered, and afterwards the facts.

Contracts made between husband and wife are pronounced, according to the principles of the Common Law, a nullity, for there is deemed to be a positive incapacity in each to contract with the other. (Story's Equity Jurisprudence, Vol. 2, sec. 1372.) This of course applies to that class of agreements where the husband is one of the contracting parties and the wife the other. Such contracts having no binding force at Common Laws cannot be in Common Law Courts enforced. For as the husband and wife are one person in law, there is lacking an element essential to every valid agreement, viz. two contracting parties; no one can make a binding contract with himself, therefore any contract attempted to be so made is void. But while this is true, Courts of Equity, which follow the law as a rule, will under particular circumstances give full effect and validity to post-nuptial contracts. Equity is addressed to the conscience of the Chancellor, and he is to exercise jurisdiction only when the strict rule of the law, if enforced, would rather perpetuate or increase the wrong, than furnish a remedy for it. It does not follow, however, that because direct contracts are void, one entered into by the husband for the wife's sole benefit, through the agency of a trustee acting under the direction of the wife and in pursuance of an understanding between the wife and the husband is also void at Common Law. For a contract so made is not between the husband and wife, but between the husband and the wife's trustee, who at law is supposed to speak for her and to supply the wanting contracting party which renders the direct agreement between husband and wife void. For instance, a deed to land by a husband to his wife, when free from debt, made in due form and upon a sufficient consideration, by and through the agency of a trustee duly and legally authorized, will be valid at Common Law. But in such a case the intention to create an estate in trust for the sole benefit of the wife must distinctly and positively appear from the record of the transaction itself. There must be no doubt whatever as to the intention of the parties at the time the trust was sought to be created. Perry on Trusts, Vol. 2, paragraph 651 says:—"The trust must be for the benefit of the wife, exclusive of all other persons; for if the gift is to trustees for the benefit of the wife and her husband, or of the wife and her children, or of the wife and any other person or persons, the marital rights of the husband will not be excluded, although the terms of the gift are such that if the gift was to the wife alone a separate estate would be created in her; so, if the gift is to the husband and another as trustees for the wife, it will not be to her separate use."

The plaintiff and defendant were united in marriage at Shanghai, China, on the 10th day of September, 1862. Prior to the marriage there was no marriage settlement, or agreement for a settlement, made between the parties. In November following, the plaintiff, Dr. M. T. Yates and James O. Pendleton purchased jointly a piece of land in the French Concession at Shanghai, and applied to the French Consul-General to have it registered in the Consulate in their names respectively, but were refused on the ground that as the Consul said all land registered in that Consulate must be in the name of French subjects. The entire purchase was thereupon registered in the firm name of Remi, Schmidt & Co., and was held by them under title deed No. 173. Subsequently, in January 1863, the same parties purchased another lot of land adjoining the first which was registered in the name of another French subject, James T. Doyen, for the reason first assigned, and was held by said Doyen under title deed No. 174. The next purchase was by same parties, and was land adjoining the other two lots, and was made in June 1863 in the name of Doyen and held under title deed No. 16. In July 1863, Doyen by two instruments in writing, neither of which, however, was recorded in the French Consulate, transferred or attempted to transfer one undivided third share of the property held under said title deed No. 174, and standing in his name, to Dr. M. T. Yates and the other two undivided third shares to James O. Pendleton; and on the 17th day of December in the same year the the said Pendleton undertook to convey to the said M. T. Yates his heirs and assigns one undivided third part of the said land to hold to the said Yates his heirs and assigns forever in trust, "First for the defendant during her life or in case of the plaintiff's death then so long as she should remain his widow to receive and pay over to her the nets and profits of the said property for her sole and separate use. Second, upon the death or re-marriage of the defendant then in trus for any child or children of the plaintiff born of her the defendant, and his her on their heirs and assigns forever. Third, upon the death or re-marriage of the said defendant, leaving no issue of her marriage with the said plaintiff, then in trust for the said

plaintiff his heirs and assigns in fee simple for ever, and to convey to said plaintiff or to any person or persons and his or their heirs and assigns whom he may in writing appoint by a good and sufficient deed, all the estate of him the said trustee hereby conveyed." This document is also unrecorded in in the French Consulate. This whole transaction the learned Counsel for the plaintiff characterizes as an abortive one, as the transfer of the property was never perfected by registration or even accepted by Dr. Yates, and the document itself was never treated as valid by either the plaintiff, who does not appear as a party to it, or by the defendant. The plaintiff says in his evidence that there were three reasons for its failure: First because a deed in the nature of a trust deed could not be recorded at the French Consulate. Secondly, because Dr. Yates would have nothing to do wi h the transaction; and Thirdly, because the instrument did not express or carry out his wishes in the premises. The transaction, however, is important as it shows that the plaintiff never intended to invest the defendant with the title to the said property to the exclusion of himself. It may be worth while to here remark that this document only deals with a portion of the property in dispute. The next transfer took place on the 31st day of May 1864, when the land held under title deeds Nos. 173 and 174—the last mentioned deed comprising the property the subject of the so-called abortive deed—was transferred by Schmidt and the plaintiff, acting as attorney for Doyen, as to one undivided third part to Dr. Yates, as to one undivided third part to Pendleton, and as to the remaining third to the defendant. On the 5th of September following, the plaintiff transferred, as Doyen's attorney, the land standing in Doyen's name, which was purchased in June 1863, to Yates, Pendleton, and the defendant in equal shares. With reference to these two transactions we find the plaintiff as attorney conveying land purchased with his own money, and which would have been standing in his own name but for the extraordinary ruling of Mr. Edan, the French Consul-General, to his wife the defendant, which is a direct conveyance from the husband to the wife to all intents and purposes, and which the law says is void. The next purchase by the plaintiff was a half share of Pendleton's interest in 1874, which was by plaintiff's order conveyed direct to the defendant. At this time another small piece was purchased by the plaintiff, but the deed was not delivered until 1877. This was also deeded direct to the defendant. These constituted the purchasing transtions in respect of the property in dispute. The plaintiff says the reason the two last purchases were conveyed direct to the defendant was because a portion of the land was already in her name, and he wanted it all there, as it would save ex; ense in making the transfers, and that it was his intention that his wife should transfer it back to him. This seems to be clearly established from the history of the transactions. In fact there appears nowhere a single circumstances which goes to establish the defendant's title to the property in question as against the plaintiff. The most she could claim, provided she is entitled to any consideration at all, is her support out of the property, and that the plaintiff is bound to furnish any way so long as the defendant lives with him as his wife. The defendant has taken no concern whatever in any of the transactions connected with the land in dispute. It was purchased with funds furnished by the plaintiff, improved by the same means aided by a portion of the rents. The plaintiff has taken all care both in the purchase and management of it, and when transfers were necessary they have been made by him, with a single exception. In addition, in 1867 the defendant, at the request of the plaintiff, transferred to him one half of the said property then standing in her name. This she certainly would not have done had she not regarded it as the property of her husband, and as to the remaining half she has never, according to the evidence of Captain McGilvery, claimed it as her own. Not only so, but according to the evidence of Mr. McGilvery and Twombly—both of whom seem to have been in a position to know more about the affairs of the plaintiff and defendant than any other persons—the defendant has always regarded the property as that of the plaintiff. The fact also that the defendant failed to answer the plaintiff's petition herein, after having been served personally with a copy of it, is additional evidence that she regards the property as the plaintiff's. In the light of these facts, the property has certainly always been liable for the satisfaction of the plaintiff's debts, and it should therefore appear of record in his name. So far as the defendant is concerned, she has no claim upon the plaintiff or his property, for the evidence shows that she has been everything else but a faithful and dutiful wife, and it will simply be an act of charity to pass over her conduct towards him in this respect in silence. On the other hand his treatment of her seems to have been kind and indulgent in the extreme, while his expenditure of money upon her has been lavish, even to foolishness—amounting in sixteen years to 230 thousand dollars, 40 thousand dollars of which she has invested in Government bonds according to her own admission to Captain McGilvery. The amount of property standing in her name and in her possession may have been a strong inducement for her to behave so badly towards the plaintiff.

The Court therefore finds and declares that the property mentioned in the petition, and which is the subject of its prayer, is the property of the plaintiff exclusively, and that he is entitled to deal with it as such without reference to the defendant.

(Signed) O. N. Denny,
Consul-General, Acting Judically.

Assented to.

(Signed) D. Weld,
" W. H. Macomber, } *Associates.*

DEPARTMENT OF STATE
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No. 328 August 21st 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General. to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Encloses proceedings & Judgment in the Juicick Chan question.

No. 328

United States Consulate General,

Shanghai, August 21st 1882.

Hon. Walker Blaine

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose for the information of the Department a copy of the proceedings and Judgment in the case of Fu Chui-yu et al. against the Municipality of Shanghai. This is perhaps for the community at large, the most important case that has been tried since the foreign settlement here has had a government, hence the interest felt in the result was very great.

The Court of Foreign Counsels was created in 1872, and

and this is the first case it has ever been called upon to decide. The Court in fact was never organized until it became necessary for the trial of this cause. Hence rules of procedure had to be drawn up for its government. The trial and disposition of the case required considerable patience and labor.

I trust the result reached will meet with the approval of the Department.

I am Sir

Your obedient servant

O. H. Dent

Consul General

IN THE COURT OF FOREIGN CONSULS FOR SHANGHAI.

Shanghai, 26th May, 1882.

Before O. N. Denny, Esq., *U.S. Consul-General and Senior Consul, President of the Court*; and P. J. Hughes, Esq., *H.B.M.'s Consul*; and Herr R. Von Kienschi, *Acting Consul-General for Germany.*

THE JINRICSHA QUESTION.

Fu Chen-yue *et. al. v.* The Municipal Council.

Mr. W. V. Drummond and Mr. T. Lathan appeared for the plaintiffs.

Mr. A. Robinson appeared for the defendants.

The Court of Foreign Consuls met at 10 o'clock this morning, in the Court-room of the United States Consulate-General, and was constituted as above, this being the first time in the history of Shanghai that this Court has been called upon to deal with a question under the Land Regulations for the Foreign Settlements of Shanghai north of the Yang-king-pang.

The petition of the plaintiffs is as follows:—

In the Court of Foreign Consuls at Shanghai, in the Empire of China.

The 24th day of May, 1882.

Between Fuh-chen-yue and others plaintiffs; and the Council for the Foreign Community of Shanghai, defendants.

The petition of the above named plaintiffs showeth:—

1.—The plaintiffs are residents in the foreign settlements at Shanghai, and are owners of jinricksha which are licensed to ply for hire in the said settlements.

2.—The Municipal Council for the Foreign Community of Shanghai exists by virtue of the Land Regulations and Bye-laws, as finally revised and sanctioned as appears by minutes signed by the representatives of the nations interested on the 24th September, 1869, and the 21st October, 1869.

3.—The 54th Bye-law empowers the said Council to charge such fees in respect of licenses as may be authorised at the annual general meeting of ratepayers.

4.—The last annual General Meeting of ratepayers was held on the 24th day of February, 1882, and at that meeting a resolution was duly passed authorising the said Council to levy a license fee of one dollar per month during the current year on every jinricksha let for hire.

5.—On the 20th day of April, 1882, a special meeting of ratepayers convened by twenty-five electors under Article XV. of the Land Regulations was held, and a resolution was passed thereat to the effect that the licenses for jinricksha let for hire be put up to public competition on terms to be stated by the Municipal Council (meaning the said Council for the Foreign Community of Shanghai.)

6.—On the 20th day of May, 1882, and subsequent days the said Council by advertisement in the public daily newspapers invited tenders for licenses to ply jinricksha for hire from 1st June to 31st December, 1882. The advertisement was as follows:—

MUNICIPAL NOTIFICATION.

No. 711.

The Municipal Council for the Foreign Settlements of Shanghai, North of the Yang-king-pang, invite tenders for licenses to ply Jin-rick-shas for hire from 1st June to 31st December, 1882. Tenders for fifteen hundred licenses will be received, on conditions which may be learnt on application at the Secretary's Office. The Council reserve to themselves the right to reject any tender. Tenders must be addressed to the Secretary of the Council, and will be received up to noon on Saturday, the 27th May, 1882.

By order,

R. F. Thomson,
Secretary.

Council Rooms,
28, Kiangse Road,
Shanghai 20th May, 1882.

7.—The plaintiffs submit to this Court:—

(1).—That the said Council has power to charge such fees only in respect of licenses for jinricksha as have been authorised at an annual general meeting of ratepayers.

(2).—That neither the said Council nor the ratepayers have power to utter the license fees authorised as aforesaid until the next annual general meeting.

(3).—That the ratepayers have power to authorise the Council to charge license fees only, and have no power to authorise them to raise the revenue from licenses in any other manner.

The plaintiffs therefore pray:—

(1).—That the said Council may be enjoined or ordered to cease advertising for tenders and to refrain from any acts altering or tending to alter, during the current year, the license fee authorised by the last annual general meeting of ratepayers.

(2).—That in view of the intended immediate action of the said Council as shown by their advertisement an interim injunction or order to the same effect to be in force until after the decision of this Court may be forthwith made.

(3).—That this Court will grant all such further or other relief to the plaintiffs as the nature of the case may require.

The Senior Consul opened the proceedings to day by saying—This is the hour that has been fixed for hearing your motion, Mr. Drummond.

Mr. Robinson—With my friend's permission, there are one or two objections which I wish to take, and one or two questions I wish to ask before we proceed further. May I ask whether affidavits have been filed in support of this petition? I enquired at Mr. Shufeldt, the Clerk of the United States Court, and he referred me to you.

The Senior Consul—No affidavits have been filed or sworn to. I don't know if there is any form requiring that to be done.

Mr. Robinson—If you will kindly make a note that any statements there may be in the petition are at this present moment unverified? The next question I wish to ask is, Has any deposit been made by the plaintiffs to meet costs? The plaintiffs are not subject to the jurisdiction of the Court and if the Court thought proper to direct costs to be paid, there is no means of enforcing the payment.

The Senior Consul—These are two questions which have have not been considered by us.

Mr. Robinson—If you will kindly note them.

The Senior Consul—Oh, yes; certainly.

Mr. Robinson—There are no affidavits; and with regard to the question of costs, the Court postpones judgment?

The Senior Consul—I will see in a moment.

Mr. Drummond—Would your Honour allow me to make some observations in reply before deciding the points raised? I have only a word or two to say in regard to the two points, which were both considered by me before making the application. With regard to the question of affidavits, I have only to say it seems to me that under the circumstances, and on examination of the petition, there is nothing in it which can be denied by the defendants. The plaintiffs are here, and if the Court so desires it, can be placed in the box and any form of oath or affirmation in confirmation of the contents of the petition will be made by them, in any manner in which the Court desires. I thought it needless to bring the plaintiffs here, they being all Chinese, to go through the form of making affidavits according to the fashion of any particular foreign law, as not tending to any useful result, or likely to satisfy the Court. They are here themselves, and can verify the petition in any manner the Court may direct, and therefore I take it that any technical rule of English, American or other law, in regard to the filing of affidavits—although in some cases it may be desirable—is not desirable or useful in the present case; and before any step is taken, such as putting the plaintiffs in the box and making them swear or affirm to the truth, I think my learned friend should at last

state that he is prepared to take ome materiar objection to the facts tated in the petition. If not, it is only a useless waste of time and ceremony to go through a form of that kind. In regard to the question of costs I have also a few words to say. This is the first time this Court has ever sat, and no provision has been made for practice of any kind, and therefore no provision has been made for costs. I think that under the circumstances it seems to me a little ungracious on the part of the defendants to take up such a position, at this stage. It seems to me hardly becoming on their part to make such an application with the view to checking proceedings by calling on the plaintiffs to deposit costs. I think that in any case the Court will not feel inclined to grant costs, in the absence of a practice in regard to such matters, and that therefore it is an unnecessary step to take with regard to this case. If the Court does think it right and proper and desirable in the present case that the plaintiffs should provide security for costs in any shape or from, to answer any order the Court may make either as to damages or costs, my clients are prepared to deposit with the Court any reasonable sum the Court may think fit to order; but I think it is unnecessary and unfair, and a useless procedure in this case.

Mr. Robinson—My friend has well remarked that this is the first case brought before this Court, but he had no right to say it was ungracious on the part of the defendants to raise this question. It is raised by me as legal adviser to the defendants, because I think it desirable that the practice of this Court should be established. We are now upon the interm application, and any evidence to be given will be given at a substantive hearing of the application. What I wished to gather from the Court is whether it will receive any petition unsupported by evidence, as in this case it has received a petition without affidavits in support of the statements in the petition. With regard to the question of costs it seems to me that it is desirable to lay down a rule, not for this case only but all cases where plaintiffs choose to bring the Municipal Council before this Court. Is the Council to be exposed to these proceedings, and, if they turn out not to be well founded, to have no remedy for the expenses to which they are put? I think it would be very undesirable for plaintiffs to have such control over them. The Court will say what it thinks good as a matter of practice, and I will abide by it. I think as a matter of practice it is well to lay down a rule.

The Senior Consul—The questions raised in the petition are purely of a legal character.

Mr. Robinson—I think so.

The Senior Consul—We are of opinion first, that as to the first point raised by Mr. Robinson, that as the petition raises purely legal questions, it is not necessary that it should be verified; if it were based upon facts, it would be a different thing, and in that case verification would be necessary. With regard to the costs, we think the suggestion of Mr. Robinson should be complied with, and that there be a deposit made which will cover the costs that may be incurred in serving processes, witness fees, and so forth; and we suggest that the amount of one hundred dollars ($100) be deposited for that purpose. Of course, whatever portion is not taken up will be returned to the depositors.

Mr. Robinson—The next question I have to ask the Court is, whether there are any rules of procedure for the Court?

The Senior Consul—Only such as we may make as we go along.

Mr. Robinson—I would submit that a Court can hardly be said to be established which has no rules of procedure.

The Senior Consul—We have agreed upon certain rules with regard to the proceedings which have already taken place.

Mr. Robinson—In this particular case?

The Senior Consul—Yes.

Mr. Robinson—I understand there you to say are no rules of procedure for the management of the Court; but I hold in my hand a set of regulations which may not be in force at the present time, but I believe they were drawn up as rules for the procedure of the Court at the time it was first instituted. One of these rules provides that a Secretary shall be appointed and all procedure of the Court shall be conducted through that Secretary; and other rules of procedure are carefully set out here.

The Senior Consul—With reference to the Secretary, we have considered that matter and thought it would perhaps be advisable to designate one.

Mr. Robinson—My copy of these rules was handed to one of the practitioners here, for a guide in practice before this Court, but the necessity of using them never arose till now. I have here a copy of the rules, the original of which must be in the archives of some of the Consulates.

Mr. Hughes asked if there was any date on the copy of the rules.

Mr. Robinson said there was no date, but they were referred to in the Land Regulations of 1869. The Consuls held a meeting on the 30th July 1869 at which the rules were drawn up, and he held that for the purposes of this case these rules held good.

The Senior Consul—There are no rules that we are aware of.

Mr. Hughes—We have no cognisance of any rules of procedure.

Mr. Robinson—May I ask you to put on your notes that that you take no cognisance of these rules of procedure?

The Senior Consul—We have not agreed upon any as yet, but it is our purpose to do so.

Mr. Drummond—Will you kindly tell me what note you have made of it?

The Senior Consul—I have simply noted that there are no general rules of procedure as yet agreed upon by the Court.

Mr. Robinson—That being so, I apprehend that for the purposes of the hearing of this case we can only depend upon Article XXVII. of the Land Regulations, which says:—"That the executive Committee or Council may sue and be sued in the name of their Secretary for the time being or in their corporate capacity or character as 'Council for the Foreign Community of Shanghai,' and such Committee, Council or Secretary shall have all the rights and privileges which private complainants have, to recover and enforce judgments obtained by them, and shall also incur the obligations which private defendants have in proceedings at law or suits in equity commenced against them, provided that the individual members of the Council or their Secretary shall not be personally responsible, but only the property of the Council, and all proceedings against the said Council or their Secretary shall be commenced and prosecuted before a 'Court of Foreign Consuls,' which shall established at the beginning of each year by the whole body of Treaty Consuls." I take it therefore that this Court can only act collectively, and therefore I submit, with the utmost respect to the Court, in order to ascertain what is the proper mode of procedure in future suits, that if one member of the Court chooses to issue an order of the Court that would not be sufficient; and I submit that the order for hearing, being only signed by yourself, is informal, and ought to be signed by the whole of the members of the Court.

The Senior Consul—I will read the memorandum I have made of the proceedings:—"On this 24th day of May 1882 came Messrs. Drummond and Latham Counsel for Fu chin-yue *et. al.*, and present their petition to the Court of Consuls for the Foreign Community of Shanghai, through the United States Consul-General and Senior Consul to the Court of Consuls, praying that the Municipal Council of Shanghai be enjoined or ordered to cease advertising for tenders in the matter of jinricsha licenses, and to refrain from any acts altering or tending to alter during the current year the license fee for jinricshas authorised by the last annual general meeting of ratepayers. Therefore a notice was given by the Senior Consul to his Associates, P. J. Hughes, Esq., H.B.M.'s

Consul, and R. Von Krencki, Esq., Acting Consul General for Germany, convening a session of the Court of Consuls at the office of the Senior Consul at 10 o'clock a.m. on the 25th day of May, 1882, to consider what action should be taken. At the hour named, all the members of the Court being present, and after due consideration, it is ordered that copies of the petition be served forthwith upon the Chairman and Secretary of the said Council and that they be directed to show cause at 10 o'clock a.m. to-morrow, the 26th instant, at the office of the Senior Consul in Shanghai, why such interim order prayed for in the petition should not be granted; and that the defendants be further notified that at that time the day for filing their answer to the said petition will be fixed by the Court."

Mr. Robinson—Nothing could be more satisfactory, if that had appeared on the face of the order; but the order appears as signed by yourself.

The Senior Consul—It says "for the Court of Consuls." I would not say that unless authorised.

Mr. Robinson, acknowledged his mistake in reading the signature, and said this disposed of that point. He then said—I do not feel disposed to enter at this moment into the question whether this particular injunction should be granted, but I submit that under this rule which I have just read this Court has no power to interfere by way of injunction. If the Court will read the section attentively, it will see that the Council "may sue and be sued," and that no doubt means for the recovery of debts or for damages. That is the plain common sense meaning of it, and is borne out by what follows:—"shall have all rights and privileges which private complainants have to recover and enforce judgments," (that is to say that as plaintiffs they can enforce judgments obtained by them), "and shall also incur the obligations which private defendants have in proceedings at law or suits in equity commenced against them."

The Senior Consul—What proceeding do you consider this to be?

Mr. Robinson—This is an injunction. Permit me to read two lines further: "Provided that the individual members of the Council or their Secretary shall not be personally responsible." Now an injunction can only issue against a person or corporation. The Court must be guided by legal rules and this rule never contemplated that the Court should issue an injunction, because it has taken away the power to issue an injunction against the Council or its Secretary. Therefore I submit this Court has no power to interfere by way of injunction against the Council.

Mr. Drummond—I don't know, your Honour, whether it is necessary for me to reply to the point Mr. Robinson has taken under Article XXVII. of the Land Regulations, that the Court has no power to make a decree in the nature of an injunction. It seems to me abundantly clear that under Article XXVII. the Municipal Council in this instance are subject to the same obligations which private defendants would be in actions at law and suits in equity. One of the commonest headings in equity jurisdiction, as your Honour well knows, is "injunctions," and that is of course one of the obligations which the defendants are under. It therefore cannot be denied for a moment that a suit for an injunction is a suit in equity, and is one of the class of cases which is clearly intended to fall within the meaning of Article XXVII. of the Land Regulations. If the Municipal Council are not subject to an injunction at all, it would be to remove from them the commonest form under which they would be most likely to be sued. Taking English law for the moment merely as an illustration, I will just read one or two passages from a well known work "Kerr on Injunctions," which shows the principle followed in the Courts in England, and I think the principle is almost identical in America, and probably so in other countries.—He then read a general statement of the principle involved, from Kerr, p. 505.

The Senior Consul—The question raised is whether this Court has any equity jurisdiction.

Mr. Drummond—In regard to that it seems to me it unnecessary to say more than simply to point out that the section itself says the Council shall be subject to such liabilities as private individuals would be in actions at law or suits in equity.

Mr. Robinson—My friend says this comes under the commonest class of equity cases. I don't dispute that for a monemt. The Court would have power, but for the provision in this article which expressly takes away the remedy. How could it be said that this Court had the same power as a Court of equity would have in such cases, when they have taken away that power from the Court here? It was never contemplated that the Court should exercise such jurisdiction, as there are other tribunals for that purpose. This article expressly prevents this Court from making the individual members of the Council or their Secretary personally responsible.

The Senior Consul—Of course that refers to pecuniary liability. The question is whether this Court has equity jurisdiction or not.

Mr. Robinson—And suppose a contumacious defendant stood in this position, and an injunction is applied for against him; he says, "Make your order; I won't pay the slightest attention to it." Under this section, what would you say to him? He is perfectly free from control. You cannot make his property responsible. An injunction is to restrict an individual or a corporation from doing something, and you could further commit him for contempt if he did not obey the injunction; but here the individual members of the Council and their Secretary are exempt from all that. It was probably contemplated, looking to the wording of the section, that as plaintiffs they could enforce judgments the same as private plaintiffs, but as defendants they only incur obligations with the proviso that in no case they are to be personally answerable. It was intended by the draftsman that no such jurisdiction as is here asked for should be exercised by this Court. I wish to point out to the Court that there is no grievance in the Municipal Council being so exempt, for if they do anything wrong, by which a party suffers damage, they can always be sued for these damages.

Mr. Drummond—My friend has touched upon one or two points which I would like to refer to before the Court actually decides, because it is a very important question, if the Court should be in doubt on the point. It seems to me the language of Article XXVII., which says "the individual members of the Council or their Secretary shall not be personally responsible, but only the property of the Council," simply means that if an injunction coupled with damages were decreed by the Court, these damages should be ordered to be paid out of the Municipal funds and not out of the funds of the private individuals themselves. The proviso which is intended by the latter part of Article XXVII. is that no decree should be made by the Court ordering an individual member of the Council to pay any damages for doing something he was not authorised to do as a member of the Council, but which he did thinking he was authorised, or if he overstepped his authority and did something causing damage; in such a case as that the Court might give decree and enjoin the Council to restrain from doing this thing any more, and also decree that the parties should be indemnified by damages, which should not come out of the pockets of the defendants themselves, but out of the public funds. That is reasonable, and no doubt it is the intention of this Article. But if the whole matter of injunctions is to be cut out of this as invalid or beyond the powers of this Court, there is no means whatever of an injured individual in this community checking the Council and keeping them within the bounds of their authority.

Mr. Robinson—That is a repetition of what you said before, and which I have answered.

Mr. Drummond—You have spoken twice; and I think I am fully justified in pointing out to the Court the view I take, and which I think is the

right one in regard to the question. If an individual is injured by the action of the Council—which is continuing action, both at the moment, and in the future action to be apprehended, and from which he is likely to suffer—the only way in which he can put into force some power to check the Council from acting beyond their powers, is to come to this Court and ask for injunction to stay their hand; and if this Court cannot do that, there is no means for checking the action of the Council and checking them from going beyond the Land Regulations; they could do whatever they please, however illegal, or however opposed to the Regulations, or however injurious to the community.

Mr. ROBINSON—The Council is not likely to do that.

The SENIOR CONSUL (after consultation with his Associates)—We are of opinion that the Court of Consuls has a function to perform in passing judgment upon such questions as may be raised by differences between residents of the Community and the Municipal Council, and that it is clearly the intention of the Land Regulations that the Court of Consuls should decide not only questions of law but questions of fact between the Municipal Council any residents. We are also of opinion that this liability refers to one of dollars and cents rather than otherwise, and also that Section XXVII. gives the Court of Consuls equity jurisdiction as well as jurisdiction at law; and in that view of the case it is perfectly competent for the Court to consider the matters of the petition from an equitable stand-point; and that any decision arrived at in that view of the case, the Council would be bound to respect. That is the opinion of the Court.

The ROBINSON—I understand the Court to decide, shortly, that it has jurisdiction?

The SENIOR CONSUL—Yes.

Mr. ROBINSON said he would simply leave it to the Court to make a order for a interim injunction; but as he had only been served with a copy of the petition yesterday afternoon, he asked that a sufficiently long time would be allowed, to enable him to look into the matter, before the day fixed for filing an answer.

The SENIOR CONSUL—The Court will grant the temporary prayed for in the petition.

After some further discussion, Tuesday the 6th day of June, at 10 a.m., was fixed for the defendants filing their answer; a copy of the answer will be served upon the counsel for the plaintiffs, who promised to accept service for them; and he will then apply to the Court to fix a day for the hearing.

The SENIOR CONSUL asked Mr. Robinson to submit for the information of the Court the draft of the rules of the Court which he had referred to.

Mr. ROBINSON said the copy he had did not belong to him; but he would ask permission of the friend from whom he received it, and would no doubt be able to send it to the Senior Consul later in the day.

The SENIOR CONSUL—The order of the Court will be signed by the Associates, and a copy served on Mr. Robinson.

Mr. DRUMMOND—I understand my friend will accept service for the Council.

Mr. ROBINSON—Yes.

The Court then rose.

The following is a copy of the order of the Court:—

The 26th day of May, 1882.

Upon reading the petition herein and upon the application of W. V. Drummond, Counsel for the plaintiffs, the defendants being present by their Counsel, the Court both order that the defendants and their agents be restrained from advertising for, and from accepting any, tender or tenders for licenses for Jinrickshas, *and* from altering or doing any act tending to alter the license fee for jinrickshas authorized by the Annual General Meeting of Ratepayers on the 24th February, 1882. *Until* further order or until after the hearing of this suit.—And it is further ordered that the defendants do file their answer herein on or before the 6th day of June next at 10 a.m.

IN THE COURT OF FOREIGN CONSULS AT SHANGHAI.

Shanghai, 6th June, 1882.

Before O. N. DENNY, Esq., *U.S. Consul-General and Senior Consul, President of the Court;* and P. J. HUGHES, Esq., *H.B.M.'s Consul;* and Herr R. Von KRENCKI, *Acting Consul-General for Germany.*

THE JINKICSHA QUESTION.

FU-CHIN-YUE, *et. al. v.* THE MUNICIPAL COUNCIL.

Mr. W. V. Drummond appeared for the plaintiffs.

Mr. A. Robinson appeared for the defendants.

The Court sat this morning at 10 o'clock, being the time fixed for the defendants filing their answer to the petition of the plaintiffs.

Mr. ROBINSON presented the answer as follows:—

In the Court of Foreign Consuls at Shanghai, in the Empire of China.

Between FU-CHIN-YUE, WAN-YUE-CHUN, TSUE-CHUN-HO, PAO-SUE-HUNG, WOO-TE-KHING, and YANG-SHU-FOO, Plaintiffs; and the COUNCIL FOR THE FOREIGN COMMUNITY OF SHANGHAI, *Defendants.*

The answer of the above-named defendants sheweth:—

1.—That for the purposes of this suit the defendants admit the correctness of the statements contained in the 1st, 2nd, 3rd, 4th, 5th and 6th paragraphs of the petition of the plaintiffs.

2.—In answer to the 7th paragraph of the said petition, the defendants say:—That they have power to charge fees in respect of licenses for jinrickshas other than those which may have been authorized at an annual or any general meeting of ratepayers, provided that any alteration in such license fees be duly sanctioned by the ratepayers; that the ratepayers in public meeting duly assembled have power to alter the license fees authorized to be charged at an annual or any general meeting of ratepayers, and that the defendants have power to carry into effect any such alteration in such license fees as the said ratepayers shall duly sanction; that the ratepayers have power to authorize the defendants to raise the revenue from license fees in any way the said ratepayers may think proper and duly sanction.

3.—And for further answer to the said petition of the plaintiffs, the defendants say:—That the petition of the plaintiffs does not allege that they have been charged any other license fees for their jinrickshas than those fees which were authorized at the annual general meeting of ratepayers, and the defendants say that in fact the plaintiffs have not been charged any license fees other than those so authorized.

4.—The defendants further say that the plaintiffs are not entitled as of right to have any licenses for jinrickshas whatever granted to them individually.

5.—For the reasons set forth in the 3rd and 4th paragraphs of this answer, the defendants submit that the plaintiffs have no *locus standi* before this Court sufficient to justify their application to this Court for the injunction or restraining order mentioned in their said petition.

The defendants therefore ask that the interim injunction granted by this Court on the 26th day of May, 1882, may be dissolved, and that the petition of the plaintiffs may be dismissed with costs.

Dated at Shanghai this 6th day of June, 1882.

(Signed) A. ROBINSON,
Counsel for the Defendants.

The SENIOR CONSUL stated that Mr. F. D. Cheshire had been appointed Secretary of the Court.

After some conversation it was agreed that the hearing of the case should take place on Monday week, the 19th instant.

IN THE COURT OF FOREIGN CONSULS AT SHANGHAI.

Shanghai, 19th June, 1882.

Before O. N. Denny, Esq., *U.S. Consul-General and Senior Consul*; P. J. Hughes, Esq., *H.B.M.'s Consul*; and Herr R. Von Krencki, *Acting Consul-General for Germany*.

Fu Chin-yue, *et. al.*, *v.* The Municipal Council

THE JINRICKSHA QUESTION.

This was the day fixed for the hearing of this case.

Mr. W. V. Drummond and Mr. T. Latham appeared for the plaintiffs.

Mr. A. Robinson appeared for the defendants.

Mr. Drummond—May it please your Honours, I presume the best course will be to read the petition and answer. I mentioned to my learned friend on the first occasion on which we were here that I wished to amend the petition by adding a few words; but in consequence of preliminary objections then taken, and which he made on other grounds, that matter was not gone into. I therefore now ask formally that the Court grant permission to add a few words to the fourth paragraph of the petition. I presume my learned friend has no objection.

Mr. Robinson—I have no objection.

Mr. Drummond—The words I wish to add are, "per month during the current year," to be added after the words "let for hire," at the end of the 4th paragraph.

The Senior Consul—Is there any objection?

Mr. Robinson—No, sir.

The Senior Consul—Then it will be so amended.

Mr. Drummond then read the petition and answer. (They appeared in our issues of the 26th May and 6th June). After reading these documents, Mr. Drummond continued—These are the only pleadings in the case now under the consideration of your Honours. The case itself, I think I may say fortunately for all concerned, is one which will prove to be short and extremely simple, so far as the facts and the law are concerned. I propose to deal with the matters involved in the following order, giving such observations as appear to me to be necessary, first, with regard to the Court; secondly, with regard to the law; thirdly, the facts; and lastly, with regard to relief. First, as to the Court. The Court exists wholly and solely the virtue of Article XXVII. of the Land Regulations. It is the first time that this Court has ever been called into existence, and therefore it is necessary to refer perhaps—although a very few words will be sufficient for the subject—to the constitution and nature of this Court. Article XXVII. is the one that creates this Court, and which also lays down the nature of the proceedings which may be brought before this Court. The title of the Court is called "The Court of Foreign Consuls," and the Article says:—"That the executive Committee or Council may sue and be sued in the name of their Secretary for the time being or in their corporate capacity or character as 'Council for the Foreign Community of Shanghai,' and such Committee, Council or Secretary shall have all the rights and privileges which private complainants have, to recover and enforce judgments obtained by them, and shall also incur the obligations which private defendants have in proceedings at law or suits in equity commenced against them, provided that the individual members of the Council or their Secretary shall not be personally responsible, but only the property of the Council, and all proceedings against the said Council or their Secretary shall be commenced and prosecuted before a 'Court of Foreign Consuls,' which shall established at the beginning of each year by the whole body of Treaty Consuls." That is the basis of the constitution of this Court before which this case is now being heard. It will be noticed that the Court being composed of the whole body of Treaty Consuls, it becomes a necessity that the Court itself should be an international or cosmopolitan body. That is a necessity from the actual language of the Regulation itself. That being so, there is no attempt in this section to lay it down that the law of any country shall be adopted or followed by the Court. The Court therefore, I think, may perhaps best be described in the language which used in olden times to be applied to the Courts of Chancery in England, namely that they were Courts of equity and good conscience; equity at that time being used in the broad and ordinary and everyday sense of justice; since that time, equity has grown up into a body of law containing almost if not quite as much technicality as law itself; the phrase therefore which most aptly applies to this Court and to the considerations by which it will be influenced, is that it is a Court of good conscience. There is no law of any special country, as practised or in principle, which is binding on this Court, and therefore the sole guidance which the Court will, I submit, take in settling cases of this nature, is what appears in all good conscience to be just and right. With regard to the law which is to be administered by this Court, if such it may be called,—and I use the word "law" of course in the sense I have already sketched, as the general principles of justice which will guide the Court; and from the necessity and desirability of using some short and simple word or phrase which will embody the whole of that meaning, I use the word "law" for the sake of convenience,—the primary law, therefore, that is to be looked at is contained in the Land Regulations, the same collection of of Articles under which the Court itself exists, and under which the defendants themselves exist as a body. The three Articles which more or less touch upon the case in question are Articles IX., XV., and XXVII. In addition to these three Articles, Bye-law XXXIV. is one that has an equally strong, if not still stronger, bearing, and is of great importance in the settlement of this matter. As to Article IX., the necessity of referring to it is chiefly in these words "to impose and levy rates and issue licenses, for the purposes mentioned in the Bye-laws." In fact that is all that is necessary to refer to in that Article. Then Article XV. is one—

The Senior Consul—There seems to be some difference in certain publications of the Land Regulations. There is a difference of certain words in the copy published in 1873 and that published in 1879; the sections and paragraphs are not all the same. Are you reading from a copy issued in 1879?

Mr. Drummond—The copy which I have is an old copy, published many years ago, in 1870, I think; but all the changes which have been made are incorporated in this; the previous Bye-laws repealed are crossed out, and new ones passed and sanctioned are put in.

The Senior Consul—There is a difference between the sections and articles in the different publications; the numbers are not the same.

Mr. Drummond—Articles IX., XV., and XXVII. are in both publications. The only difference is in Bye-law XXXIV. It is a different Bye-law now to the Bye-law in force in 1873. A new Bye-law was passed, signed at Peking, and duly sanctioned.

Mr. Hughes—I think that was in 1872.

Mr. Robinson—On the 6th May 1872, the new Bye-law was passed.

Mr. Drummond—Here is a report in the *North China Herald*, 16th November 1874, where there is a notification from the Ministers repealing the old Bye-law XXXIV., and declaring the amended Bye-law to be in force.

Mr. Robinson—I would suggest that we should clearly understand what Regulations are to be used. The copy in blue I know nothing about. I am prepared to admit the Regulations, and act upon them as printed in 1873, which so far as the Council are concerned are authentic.

The SENIOR CONSUL—I have a copy dated 1873 and one 1879.

Mr. ROBINSON—I don't know anything about the copy dated 1879; I don't know who printed it. The one of 1873 is sanctioned by the Council.

Mr. HUGHES—The Bye-law under which Mr. Drummond is proceeding was passed on the 6th May 1872.

Mr. DRUMMOND—I understand from my learned friend that there is no contention that this Bye-law is not in force. I think it is admitted to be in force.

Mr. ROBINSON—Yes; that is the Bye-law now; the other is repealed.

Mr. DRUMMOND—In the latter publication, I think the Council have adopted the form of omitting the one repealed and simply publishing the new one.

Mr. ROBINSON—I don't think the Council have published anything.

Mr. DRUMMOND—This (a blue copy dated 1879) is printed by authority of the Council.

Mr. ROBINSON—It was not issued by the Council.

Mr. DRUMMOND—I think it will be found there is no difference. The Bye-law on which the case is based is the one which my learned friend admits as the Bye-law in force.

Mr. ROBINSON—Yes, the one printed on page 46A of the edition of 1878.

Mr. DRUMMOND—I will read the Bye-law as I have it in my amended copy:—"No person shall open or keep a house of Public Entertainment, Music Hall, Theatre, Circus, Billiard, Bowling or Dancing Saloon, or Shop or Store for the sale of Wine, Spirits, Beer, Intoxicating Drugs, Butchers' Meat, Poultry or Game, Slaughter House or Livery Stable, or sell or vend any Wines, Spirits, Beer, Intoxicating Drugs, Butchers' Meat, Poultry or Game, or ply, let or use for hire, any boat, horse or public vehicle, within such limits, without a License first obtained from the Council, and in the case of Foreigners countersigned by the Consul of the nationality to which such person belongs. In respect of such licenses, the Council may impose such conditions and exact such security as the nature of the particular case may require, and charge such fees in respect thereof as may be authorized at the Annual General Meeting of Rate-Payers. And any person offending against or infringing the provisions of this Bye-Law shall be liable for every offence to a fine not exceeding One Hundred Dollars.

The SENIOR CONSUL—That is the same as the one I have in the Land Regulations and Bye-laws printed in 1879. Will you read the Bye-law referred to by Mr. Robinson as published in 1873?

Mr. ROBINSON—It is exactly the same.

Mr. DRUMMOND—I am going to refer to the repealed Bye-law, to point out the difference—and this is a point on which I place some reliance—between the two Bye-laws.

The SENIOR CONSUL—Do you contest, Mr. Robinson, which is the Bye-law in force?

Mr. DRUMMOND—My learned friend admits that the one I have read is the corrected one.

Mr. ROBINSON—I admit it.

The SENIOR CONSUL—That is admitted then.

Mr. DRUMMOND—There is no question then as to that. I have already referred to the 9th Article. Next there is the 15th Article, under which special meetings are held; that is the one which gives authority for holding special meetings; and the meeting which passed the resolution out of which the present case arose was one called and held as a special meeting under Article XV. of the Land Regulations. There are some phrases there, and there is one which possibly may be relied upon by my learned friend, as supporting his position in the matter. I will now read from Article XV. of the Land Regulations. The first part of that Article is as follows:—"Be it further ordered that it shall be competent for the Foreign Consuls, collectively or singly, when it may appear to them needful, or for the electors, provided not less than twenty-five agree in writing so to do, to call a public meeting at any time, given *ten days'* notice of the same, setting forth the business upon which it is convened, for the consideration of any matter or thing connected with the Municipality. And all resolutions passed by a majority at any such public meeting, including proxies for absent owners of Land, on all such matters as aforesaid, shall be valid and binding upon the whole of the said electors, if not less than *one-third* of the electors are present or represented." And a little further on it says:—"In all cases in which electors in public meeting assembled, as herein provided, decide upon any matter of a Municipal nature, not already enumerated, and affecting the general interests, such decision shall first be reported by the Chairman to the Consuls, for their concurrence and approval, and unless such approval be given, such Resolution shall not be valid and binding." The only observation I have to make at this moment, at any rate with regard to that article, is that the decision which is there referred to must, I submit, be a decision within the powers and in accordance with the terms of the Land Regulations themselves, and the Bye-laws as a whole. If it be said the meaning of it is that any decision can be arrived at which the ratepayers in public meeting choose to consider and pass, and that there is no limit to their powers in that respect,—then I submit the whole body of the Land Regulations and Bye-laws are useless and invalid. One sentence such as that giving absolute discretion in all matters would be sufficient to set aside the whole body of the law for governing these Settlements. One short sentence saying they could meet and pass any resolution, and that the Consuls sanctioned it, and there would be no use for regulations defining the course of procedure or limiting their powers, and no necessity for any rules nor for any bye-laws created with such high sanction as these are, for the Bye-laws have the same sanction and the same authority as the Land Regulations themselves. All this body of Land Regulations and Bye-laws, this body of law, is useless, if this article can be held to have such an extravagant meaning. The only other reference is Bye-law XXXIV. The Bye-law itself as I have read was admitted by my learned friend to be the Bye-law in force. I wish to draw the attention of the Court to the fact that the Bye-law now in force differs in one essential point from the language of the Bye-law previously in force, and which I will read now:—

"No Foreigner or Chinese shall vend spirits or liquors, or intoxicating drugs of any kind or description, or open a house of Public Entertainment, Shop, Store, Music Hall, Theatre, Circus, Billiard, Bowling, or Dancing Saloons, within such limits, or ply, let, or use for hire, any boat, horse or public vehicle, without a License, first obtained from the Council, and in the case of foreigners, countersigned by the Consul of the nationality to which the applicant belongs, and without giving good and sufficient security for the maintenance of order in such establishment; and in respect of such Licenses, the Council may charge on such scale as may be authorized at the meetings held under the authority of these regulations."

I wish to draw special attention to the fact that in the old By-law it would appear to be legal to consider this matter at a special meeting just as much as at the annual general meeting, because the words used are "at the meetings held under the authority of these regulations." Undoubtedly, that includes the annual general meeting and special meetings under Article XV., and the old Bye-law authorized the Council to charge such fees as might be authorized at any of these meetings; but the new Bye-law which the Council have now to work under, and which is admitted to be the correct one, has been drawn up in a different form, and is careful, as the language itself shows, to limit the power of charging fees to the annual general meeting of ratepayers. Now if it were said that that meaning was never intended to be given to the Bye-law, but that the words "the annual general meeting of ratepayers" were merely used inadvertently or were intended to cover all meetings whether annual or special, I

think that cannot be raised or supported for a moment in the face of the fact they had the power in 1872 before this was passed, the Council themselves got a fresh Bye-law passed by the ratepayers, it was duly approved by the Consuls and Ministers, and is now the law under which they work, and in that they reduced their power from "all meetings" to one meeting alone, that is the annual general meeting. That is a very significant point in this case, and goes a very long way to cover the ground which the plaintiffs rely upon, namely, that the defendants have no power to fix such fees proposed at any special meeting under Article XV., but that they must be bound entirely by the resolution passed at the annual general meeting. As to the law with reference to the subject of injunctions, of course in reading some passages from works on the subject, I wish it to be understood that I do so merely as laying down the principles which I think the Court will find convenient, wise, and right to adopt more or less as a guide; but I do not submit them as binding upon the Court. I think the Court has the fullest power to examine the principles of law of any country, and choose or reject any one of them it thinks fit. At the same time it is within the power of the Court to adopt and enforce any principle of law from the law of any country where it considers that principle is just in itself and applicable to the circumstances of the case. In reading from the text books and authorities, I do so merely as suggesting what appears to me to be useful and wise principles, but not as binding in any way on the Court.—(He then quoted Joyce on Injunctions, vol. I, pp. 737-8; Kerr on Injunctions p. 505; Storey's Equity Jurisprudence, the chapter on injunctions, vol. 2, p. 63, sec. 861 and following sections; Broom's "Legal Maxims," p. 535, etc.)—These passages were useful as showing the principles upon which the Courts in England and in America acted when they had to consider and decide a case which depended on the language of any written document. Here the case must come down to the consideration of the actual language of Bye-law XXXIV. If it is held, as I think there can be no doubt it must be held that "the annual general meeting" means the annual general meeting and nothing else, and does not include any special meeting whatever, I think then it must be clear that the contention which my learned friend has raised in the answer, and upon which the defendants' case must rest, must entirely fail. The second paragraph of the answer states in very wide terms that any alteration in such fees may be duly sanctioned by the ratepayers. The word "duly" begs the whole question. "Duly" sanctioned can only mean a sanction duly given, and in itself sanctioned by the authority upon which the ratepayers themselves exist. The questions raised by the answer are extremely wide, and almost amount to saying the ratepayers have power to pass any resolution they please, and make any alteration they please. That, I think, is simply sweeping away the whole of the Land Regulations, ignoring them, and rendering them useless. If that be the case, it is useless to have Land Regulations, and the existence of this Court itself is a nullity and worse. The petition prays for relief under three different heads, and asks that the Council may be enjoined to cease advertising for tenders and to refrain from any acts altering or tending to alter, during the current year, the license fee authorized by the last annual general meeting of ratepayers. I therefore submit to the Court that upon the facts stated and admitted, upon the Land Regulations Bye-laws also admitted, and upon a review of the general principles which Courts of equity adopt in considering such cases, the plaintiffs are clearly entitled to the order which they seek to prevent the Council making any alteration in the license fees until the next annual general meeting. My learned friend in his remarks may have something to say in regard to the difficulty of carrying out an injunction or the possible consequences if the defendants avoid or disobey it. I don't intend to say anything on this point at present, as according to usual practice I suppose I shall have an opportunity of replying to the arguments he may bring forward, and it may be necessary for me to make some observations then; but as I think it is more probable he will not refer to it, I do not propose to say anything on the subject at this stage of the case.

Mr. ROBINSON then addressed the Court for the defendants; and Mr. Drummond briefly replied.

The SENIOR CONSUL announced that the Court would take the case into consideration, and notify the parties when judgment would be delivered.

The Court then rose, having sat from 10 to 12.

The continuation of our report will appear in to-morrow's paper.

IN THE COURT OF FOREIGN CONSULS AT SHANGHAI.

Shanghai, 19th June, 1882.

Before O. N. DENNY, Esq., *U.S. Consul-General and Senior Consul*; P. J. HUGHES, Esq., *H.B.M.'s Consul*; and Herr R. Von KRENCKI, *Acting Consul-General for Germany*.

FU CHIN-YUE, *et. al.*, *v.* THE MUNICIPAL COUNCIL.

THE JINRICKSHA QUESTION.

Mr. W. V. Drummond and Mr. T. Latham appeared for the plaintiffs.

Mr. A. Robinson appeared for the defendants.

(*Report continued from yesterday's paper.*)

Mr. ROBINSON—I wish to point out to the Court in the first instance, as bearing upon the subsequent remarks I shall have to make, that although this action is nominally brought against the Municipal Council, it is practically an action against the ratepayers. The Council can only carry out the instructions which they have received from the ratepayers, and if they do that, then according to the very authorities which my friend has stated, Joyce and Storey, this Court will not enquire whether they have done right or wrong; it is sufficient for this Court that the Municipal Council has followed the instructions given by the ratepayers. Whether the ratepayers have power to give these instructions is a matter which I will deal with afterwards. The plaintiffs ask this Court to restrain the Municipal Council from doing that which they have been told to do by the ratepayers, and ground that upon their construction of Bye-law XXXIV. They further allege that neither the Council nor the ratepayers can make any alteration whatever in what they do at an annual general meeting, and that they can only charge license fees authorized at an annual general meeting. That is the contention on the part of the plaintiffs. The defendants have admitted all their facts, and take issue broadly, not upon any question of law or anything else, but on the Land Regulations by which they exist, and they further say that all they have done is in strict accordance with these Land Regulations. For the purpose of dealing with the contention of my learned friend, I propose to deal with three heads; first, the status of the plaintiffs in coming to this Court at all; second, the power of the ratepayers assembled in public meeting; and third, the minor point whether jinricksha licenses can be put up to tender. Now, with regard to the status of the plaintiffs, they exist only by permission of the Municipal Council. They come to the Council and apply for licenses, and if licenses are granted to them, then they have an existence; if they are not granted to them, they have no existence. They have no right to say to the Council "Give me a license." They simply exist by the permission of the Municipal Council. The licenses endure only for a month, and at the end of any month they may be withdrawn. The number of licenses to be granted is not fixed at the annual general meeting; it is left to the discretion of the Council. They may any day they please, instead of issuing 1,500, reduce them to 500, and so the plaintiffs might find

themselves deprived of their licenses. The Court will therefore see that as plaintiffs they have really no right in themselves to a license at all; and if they have any right to a license, the possibility of being deprived of that license constitutes no injury. I do not propose to trouble your Honours with many quotations upon the question of when a Court should or should not interfere by way of injunction in equity. The cases cited by my learned friend have little or no application in this particular case. He quoted instances of public functionaries travelling out of the powers given to them; but he has not stated that the Council has in the slightest degree travelled out of the powers given to it by the Land Regulations. The quotations which my friend has cited are inapplicable to this particular case. A principle which is certainly applicable is laid down in Mr. Snell's Principles of Equity, published in 1880. On the subject of "injunction to prevent a tort," at page 565, it is laid down as a general rule that whether a right exists or is created, a violation of that right will be prohibited subject to the limitation of the right as cognizable at law. Here, I would point out, there is no right cognizable at law; the plaintiffs have no right to anything. They have a right, when once a license is granted to them, to be charged a particular fee; but they have no right in the license at law; they are permitted to hold the license at the mere caprice of the Council,—not that I mean to say the Council are likely to be capricious,—but they have no right in the license and no right cognizable at law. "It follows therefore," says Mr. Snell, "that the restraining process in equity will apply to the whole range of deeds enforcible at law." But the plaintiffs here cannot enforce the Council to give them a license. "It should also be remembered," says Mr. Snell, "that although jurisdiction in equity is extensive restraints will be modified by considerations of expediency and convenience, and a Court in equity will not interfere when a breach of duty or violation of right may be completely and adequately paid for by damages at law." That is particularly applicable to this case. If the plaintiffs have any right at all and have suffered damage, they can sue the Council for damages, and if they can prove to the satisfaction of the Court that they have suffered damage, they can be compensated in that way, and there would be no necessity of the Court interfering by way of injunction. That is a perfectly correct statement of the rules which govern Courts in England when called upon to interfere by way of injunction. I would also point out to the Court that in the petition the plaintiffs do not venture to allege that they have suffered any injury whatever. Now, it is something new for anybody to come to Court and ask for an injunction, and not even state they have suffered any injury. This is not a mere technical objection. The difficulty would be for the plaintiffs to state their injury. They cannot state it, and therefore they have omitted it. It shows, or at least is one reason why this Court should not interfere to prevent people from suffering an injury which they themselves cannot define. Another thing which probably will strike the Court is that if jinricksha licenses are, according to the construction of my learned friend, granted to the end of the year, and the license fee imposed for a year, what are we to do with such places as theatres, saloons, and circuses, and everything else. In every one of these cases, if you will turn to the Budget, you will see that the duration of the license is fixed, and there is only one class of annual licenses, namely, houses of public entertainment. If my learned friend's contention is correct, jinricksha licenses are not only for a month, but they are entitled to retain them for the current year. What becomes of that argument? On page 3 of the report of the meeting of the ratepayers of 24th February, 1882, the annual general meeting of the present year, I find the table of license fees then passed. It says "music hall, theatre, circus—for every night open." Will it be seriously argued that these people are entitled to say "I must have this license all the year through, and you cannot make any change"? And then coming down to jinrickshas, they are stated as "$1 per month, payable in advance." These are the licenses authorized to be charged. If the contention of my learned friend were to prevail, it would be open for any of the people who hold licenses to contend that they had vested rights in their licenses during the current year, a thing which I imagine the Court will agree would throw the finances of the Settlement very much into confusion. Upon these grounds, therefore—and these very simple grounds, it seems to me—I submit to you, gentlemen, that the plaintiffs themselves have no *locus standi* before the Court; they have not shown that they suffered any injury; they have not defined any injury; and therefore they cannot come to ask an injunction to prevent them suffering an injury which they cannot define, or which they have not chosen to define; and upon that ground alone, of the status of the plaintiffs, the Court should refuse the prayer of their petition. I come now to the second branch of my argument, the powers of the ratepayers assembled in public meeting; and I contend before you with the utmost confidence that the Municipal Council, so far from acting with any degree of irregularity, have perfectly and strictly conformed to the Land Regulations. You may have observed that while my learned friend has referred to law books ,which have nothing to do with the Land Regulations, he has left the discussion and consideration of the Regulations tolerably in the dark. He has cited Articles IX., XV., and XXVII. I propose to call attention to Article XXV., as having a very important bearing on this particular question. But, to come back to my contention that the Council have strictly conformed to the Land Regulations. Now, the Council are simply the executive of the ratepayers, and by Article IX. the ratepayers and the ratepayers alone are entrusted with the power to devise ways and means. Article IX, p. 16 of the edition of 1872 of the Land Regulations, says that the Treaty Consuls shall "give notice of a public meeting to be held within twenty-one days of such notice to devise ways and means of raising the requisite funds for these purposes" (such as the construction of public works, etc.); "and it shall be competent to such meeting" (and this is the authority on which the Council acts), "duly assembled, or a majority thereof, including proxies for absent owners of land, to impose and levy rates and issue licenses for the purposes mentioned in the Bye-laws, and to declare an assessment in the form of a rate to be made on the said Land or buildings," etc. Then it goes on to provide for the proportion of the taxes, but this does not touch the present question. This shows the authority vested in the ratepayers to impose license fees. When the Council are told to do that, they are a public body doing their duty simply as public functionaries, and simply doing what they are told to do by their superiors in authority. Unless it can be argued that the ratepayers have no right to impose fees, then if the Council do what the ratepayers instruct them to do, they confine themselves within the legitimate province of their authority. But, says my learned friend, it is quite true the ratepayers imposed this rate on the 24th February, but on the 20th April they could not alter it. That is his contention. Think for a moment whether it can possibly be reasonable? Suppose it were proved to the satisfaction of the Council that the imposition of a dollar a month was more than these people could pay, that it practically tended to prevent the jinrickshas from plying—and the jinrickshas are admitted to be a public convenience, and are encouraged to a certain extent—if you adopt this proposition, the Council would be debarred from yielding to the reasonable representations of these people to lower the fee, although they might be quite able to recognize its justice. That contention I say is unreasonable, and I don't think the Court will give expression to that view; and if you can alter the fees in the sense of lowering them, it follows that the resolution passed is not final;

and if it is not final, the argument that no alteration can be made falls to the ground. Another very strong confirmation of the justice of that view is to be found, I think, in Article XXV., to which my friend did not refer. In Article XXV., you will find it is provided that "The Council shall administer the Municipal Funds for the public use and benefit, at their discretion, with due regard to the Budget passed, provided they do not exceed the sum voted at the Annual Meeting, or any Special Meeting called to vote expenses." Therefore, it is perfectly plain that these Regulations contemplated the possibility of the Budget passed at the annual general meeting being altered at a special meeting, and it shows that the authority of a special meeting, as exercised in this case, is perfectly clear. The remarks I have made dispose pretty well of the contention of my learned friend as to the finality of the resolution on the Budget passed at the annual general meeting. It seems to me that Article XV. is absolutely conclusive upon it. On that Article, how is it possible to dispute the authority of the ratepayers to do what they have done? The ratepayers did this, not the Council; and that is a cardinal thing running through the whole argument. Article XV. shows the power given to the Treaty Consuls or to any twenty-five of the ratepayers to call a meeting "for the consideration of any matter or thing connected with the Municipality." Would it be said for a moment that the question of what fees are to be charged on licenses for jinrickshas, was not a question connected with the Municipality? Nobody would contend that; it is unreasonable. Article XV. goes on to say, "and all resolutions passed by a majority at any such public meeting, including proxies for absent owners of land, on all such matters as aforesaid, shall be valid and binding upon the whole of the electors, if not less than one-third of the electors are present or represented." Now, I wish you to notice the distinction between a special meeting and the annual general meeting. At the annual general meeting, a bare majority carries everything; but before you can do anything at a special meeting, the Regulation provides that you shall have a certain proportion of the electors represented, so that nothing can be sprung upon the general body of the electors. It is obviously intended to give special meetings special powers by providing for a larger proportion of voters to take part in them. Article XV. goes on to say: "In all cases in which electors in public meeting assembled, as herein provided, decide upon any matter of a Municipal nature, not already enumerated," and then it goes on to state that the approval of the Consuls in required. But this is a matter already enumerated; the issue of licenses in one thing expressly referred to in the Regulations; and this comes plainly within the letter of Article XV, and the ratepayers are authorized to deal with any matter already enumerated. It comes a little inconsistently from my learned friend to object to this construction, considering that, at this very meeting on the 20th April, he himself proposed to alter and increase the fees on another class of carriages——

Mr. Drummond—Really, I must object. A speech made at a public meeting of ratepayers, at which I happened to be present as a ratepayer, has nothing, I submit, to do with the consideration of the question before the Court, which is a Court of law. I am here as counsel representing certain interests, and what I may have said as a ratepayer at a public meeting has no bearing on it. It is not a fact proved in evidence, it is not admitted in the pleadings, and on the whole it is improper to be referred to.

Mr. Robinson—The Land Regulations have not been proved in evidence. I submit I am in perfect order to read the published official report of what took place at the meeting, and here I find my learned friend proposes a substantive resolution.

Mr. Drummond—I ask the Court to allow me to have a ruling upon that.

The Senior Consul (after consultation with his Associates)—It is thought that in references of that kind, the Counsel in arguing the case will confine themselves strictly to the consideration of the subject; and any reference in that argument which does not particularly bear upon the case will make no difference in its determination.

Mr. Robinson—Of course it will not. Only I think it would be very curious in arguing a case in this Court, which is the only Court at which we can appear, if we were to be debarred from referring to the published minutes of the proceedings by which the Council is governed. It is perfectly clear that my learned friend, individually as a ratepayer, had adopted precisely the same construction, as he proposed to double the license fees on another class of carriages at the very same meeting. I think I have really said enough to satisfy the Court that the ratepayers have, under Articles IX. and XV. of the Land Regulations, ample power and right to pass the resolution which they did pass at the meeting of the 20th April, and therefore, if that be so, the plaintiff's petition must be dismissed. With regard to Bye-law XXXIV., upon which my friend has laid some stress, I would point out to the Court that Bye-law XXXIV. like all the other Bye-laws, is subordinate to the Regulations. If you will turn to Article XI., you will see that the existing Bye-laws, and all authority given by them to the Council, is vested in the Council for the time being: "and such Committee" (that is, the Council) "shall have power and authority from time to time to make other Bye-laws for the better enabling them to carry out the object of these Regulations, and to repeal, alter, or amend any such Bye-laws, provided such other Bye-laws be not repugnant to the provisions of these Regulations." Now the Council has not repealed any Bye-law, but they have power to repeal it to-morrow if they like.

Mr. Hughes—A Bye-law passed by the Council would not come into effect until approved by the Consuls.

Mr. Robinson—I did not say "passed." I said "repeal." They can repeal any Bye-law without the Consuls. If they make a new one, as they probably would, they would act as they always have acted in all things, in concurrence with the representatives of all nations of which the community is composed. But that is not the point I was to refer to. I wish to show that under these Regulations, in making other Bye-laws, the Council must not make Bye-laws repugnant to these Regulations. Now, if the construction contended for by my learned friend were to prevail, practically speaking you would be over-riding Article XV., because that Article gives express powers to the ratepayers assembled in public meeting to do certain things, and according to my friend's construction of Bye-law XXXIV. they could not do so. Therefore, I submit it is not competent for this Court to take a construction of Bye-law XXXIV. which would make it repugnant to Article XV. In short, Bye-law XXXIV. is, I submit, for the guidance of the Council, not of the ratepayers. The Council have to be guided by the Bye-laws, and not the ratepayers; and if the ratepayers have done something which does not agree with that particular Bye-law, they are competent to do it and the Council are not responsible for it. The Council under Article IX., is simply entitled to carry out instructions which are received, and properly and legitimately received, from the ratepayers assembled in public meeting under Article XV. That brings me to the consideration of the scope of the jurisdiction of this Court. I need not say that I intend to speak with the utmost respect; but I wish to ask the Court if it does not consider itself to be straining its powers. In the memorandum prefixed to the Land Regulations, there is this statement, on page 7:— "And in reference to the question discussed by the Consuls relative to a provision for enabling individuals to sue the Council, the undersigned sanction provisionally, and as an experiment, subject to future modification if found expedient, the third proposition brought under consideration of the Consuls in their meeting of 13th of July, 1869, by which a Court, to be styled the 'Court of Foreign Consuls,' shall be established at the beginning of each year by the whole body of Treaty Consuls, and instructions will be given accordingly." That is the origin of the creation of this Court.

and it is with the view, as will be seen, of enabling individuals to sue the Council. Practically this is a suit against the ratepayers, and it seems to me the Court will hesitate a good deal before it will take upon itself the responsibility of interfering with what is practically the governing of the Municipal finances of the place. The Court consists of three members of the Consular body; and are these three members supposed to have power to dictate to the ratepayers what resolutions they are to pass with regard to license fees? I think that the Court is being asked in this petition to travel out of its province, and I think it will cast a very heavy responsibility upon the Court of Consuls for the current year, if you are to adopt such a construction as the one contended for by my learned friend. This Court has only to enquire if the Municipal Council confine themselves to those acts which they are instructed by authority to do. The Council simply carried out the instructions of a legally constituted meeting of ratepayers; and if you satisfy yourselves that that is so, I respectfully submit the Court will not enquire whether they have done wisely or wrongly. If you hold the contrary, you practically take the control of the Municipal finances in hand.

The SENIOR CONSUL—Provided the ratepayers have acted within the legitimate scope of their authority.

Mr. ROBINSON—The distinction between the Council and the ratepayers must be borne in mind.

Mr. DRUMMOND—In order that there may be no misunderstanding on this point, I wish to state that my contention is that the Council and the ratepayers are practically synonymous. I used the word Council for convenience; but my argument was addressed to the ratepayers as much as to the Council.

Mr. ROBINSON—If my friend says the Municipal Council and the ratepayers are synonymous, I can only refer the Court to the Land Regulations which show they are distinct bodies, with distinct authorities. Let me ask you to test the authority here asked to be exercised, in another way. Would it be argued for a moment, if the ratepayers assembled at the annual general meeting imposed a fee on jinrickshas, that this Court could prevent them? They are expressly authorized to devise ways and means, and if they chose to impose a fee of $5 a month, could this Court interfere? I say argumentatively it could not interfere. The authority is confided to the ratepayers. If the Court could not alter that, what authority is there for saying you can alter a decision come to at a special meeting, upon a subject strictly within the powers of the ratepayers? I leave that for my learned friend to answer. That exhausts all that I can usefully say. The Council relies with confidence on the Land Regulations. They have endeavoured to keep themselves strictly within these Regulations; and I submit that this petition, which certainly never emanated from the minds of the plaintiffs, but rather from the ingenious minds of my learned friends, has really no good foundation at all. I look upon it as a vexatious proceeding more than anything else, and I trust this Court will see its way to accept the construction I have put upon the Land Regulations in the broadest possible manner; and I trust the Court will dismiss the petition with costs, including costs of counsel, in order to put a stop to suits like this, which I cannot call anything else than casuistical, because it is built up on a forced and strained construction of the Regulations; and an example should be made of these plaintiffs so that the defendants may not be exposed to similar vexatious proceedings.

Mr. DRUMMOND—There are a few observations which I think necessary to make in reply to Mr. Robinson's statements. I understand my learned friend's contention is that the position of the plaintiffs, being merely owners of jinrickshas and holders of licenses subject to the discretion of the Council to give or withhold the licenses, places them out of Court; and I understand from his statement that his contention is that, not being able to compel the Council to give them licenses, they have no right to complain at all.

Mr. ROBINSON—I did not say "complain." I said they had no right to obtain an injunction.

Mr. DRUMMOND—By "complain" I meant a complaint at law. What I wish to point out to the Court is that the plaintiffs do not ask the Court to order the defendants to give them licenses. If they did so there would be some point in my learned friend's observations; but they do nothing of the kind; they simply take their chance of fair treatment from the Council; and independent of that altogether they simply ask the Court in the prayer of their petition to order the defendants to keep within their powers, and to charge fees according to the amount fixed at the annual general meeting of ratepayers; and if they do so the Court has finished its work so far as this case goes, the rest is a matter for the plaintiffs and other parties afterwards. The prayer of the petition is that the defendants be kept within their powers, not to compel them to give licenses to the plaintiffs or anybody else. The plaintiffs do not claim to have the licenses for a year or anything of the kind; they simply say that the Council—and when I use the word Council, I may say in the same breath ratepayers—they simply contend that neither the Council nor the ratepayers have power to alter the license fees fixed at the last annual general meeting of ratepayers; and when I state that I say all that the plaintiffs contend for. The settlement of the plaintiffs' *locus standi* is outside the real contention of the case. My learned friend then referred to the fact that the plaintiffs have not alleged that they have suffered any damage. That is so. We do not allege that we have. The authorities I have read show that the grounds are preventive or protective, not remedial or restorative. The first condition of tender for licenses is that the applicant must name a fee he is willing to pay, and this is entirely a different method of procedure to that authorized; probably it was not contemplated at the time it was passed. That is a sufficient answer to the statement that the plaintiffs have not stated any injury or claimed damages. We ask to have the course of action which the Municipal Council threaten prevented, and no more, and no damage or injury will accrue to anybody. If we had allowed it to go on for a time, we might have sued for damages, and claimed a very large sum; but we took the proper step of coming to Court when the injury was threatened. There has been no loss or damage up to the present time, and we are quite entitled to prevent the illegal act of the defendants which would cause damage. My learned friend in his speech made a point of distinguishing between the Council and the Ratepayers. I endeavoured to avoid the word ratepayers, and used a plain argument as against the Council, because I consider the words Council and ratepayers are practically synonymous when the ratepayers give the Council powers which they themselves do not possess, and I contend that neither the Council nor the ratepayers have any powers outside the Land Regulations, and that they are strictly prohibited from doing the act that the ratepayers authorized the Council to do, and which the Council under their instructions were about to carry out. In Article XV. there are the words "any matter or thing connected with the Municipality," and I understand my learned friend to argue that this shows that at these meetings any matter whatever, which can be in any way considered as connected with the Municipality, can be considered, gone into, and decided, and no breach of the Land Regulations or Bye-laws be committed. Now, then, all the Land Regulations and Bye-laws are useless; if such a discretion is granted, the whole of them might be boiled down to one sentence: "An annual general meeting shall be held at a certain time to devise ways and means for the current year, and twenty-five ratepayers may at any time call a special meeting, and at that special meeting anything may be done which the ratepayers may think right to do." If a brief sentence of that kind were passed by the Ministers, it would include the whole of the Land Regulations necessary, or that ever will be neces-

sary; it amounts to saying that everything is in the discretion of the ratepayers; but "any matter or thing" must be understood as authorized by the Land Regulations and Bye-laws as they exist, and not any matter or thing not so authorized. As to Article XI., my learned friend is, to my mind, quite incorrect in his argument based on it. I understand him to say that new Bye-laws can only come into operation if they have been been passed by the ratepayers, and approved by the Consuls and Ministers of the Foreign Powers; but that the ratepayers, independent of the Consuls or Ministers, have the power to repeal any Bye-law. That, I think is a contention which,—he has used the word ingenuity, and I can only suppose it is based on his inner consciousness or some imaginary authority of that kind; it appears to me utterly—well I don't like to use the word ridiculous, but it verges upon it. If the Court will look to the previous sentence (Article XI.), it will be seen that the only way in which a Bye-law can be repealed is by passing another Bye-law: "And such Committee shall have power and authority from time to time to make other Bye-laws for the better enabling them to carry out the objects of these Regulations, and to repeal, alter or amend any such Bye-laws, provided such other Bye-laws be not repugnant to the provisions of these Regulations," etc., so that the method of repealing a Bye-law is by passing another Bye-law. It is perfectly clear that the ratepayers in order to repeal any Bye-law cannot do so except by the same machinery and in the same form and by the same authority as is necessary to make a Bye-law; and if any such contention be held by the defendants and their Counsel, I think it necessary that the Court should give an opinion on that contention, because it might afterwards lead to confusion and an attempt to repeal Bye-laws might cause a deal of trouble. Lastly, my friend referred to the position of the Court, and said in fact that the Court has no authority in such a case as this, and that if were to attempt to make such an order it would be taking charge of the financial arrangements of the Settlement. I think that is the style of argument to address to a common jury, but not to a Court composed such as this is. Whether the Court would by its decree affect the financial arrangements of the Settlement is a matter the Court in its natural dignity will not consider for one moment. The result of the decision is not a matter which the Court will take into consideration. The plaintiffs make their case, and if they succeed in doing so, the judgment of the Court will follow; the Court will make its decree in the terms it thinks fit, and the result of that will not affect the Court in any shape or form. If the Council and the ratepayers do something they are not authorized to do, and the Court compels them to go back and keep within their limits, there is no necessary derangement or taking charge of the Settlement; no considerations of that kind are necessary at all. The Council and ratepayers will simply be told "keep within your powers"; and within those limits they have successfully governed these Settlements for a great number of years, and there is no necessity for saying that if they still keep within those limits, they will fail to govern the Settlements properly, or that any difficulty or confusion will occur in any shape or form. My learned friend asked the Court to grant costs. I confess, as I said on the first day, it is not a very gracious or creditable position for the Council to take, or to say anything in regard to the question of costs. I said I adhered to that position on the first occasion, and the Court directed the sum of $100 be paid into Court, and that sum is now in Court. I think that where there is a reasonable case brought—such as that a Court sits and hears it—it would have been very much better, in the first case at any rate, to have left that question entirely alone and to have said nothing in regard to it. My friend made a strong application on the first occasion, and termed the case a vexatious application; now he has characterized the case as a casuistical one founded in the ingenuity of the plaintiffs' legal adviser. That is using pretty strong language. I am not aware whether in the course of my friend's practice people are in the habit of dropping into his office and dictating their petitions; I suppose they supply him with the facts and he draws up the petition for them. The same was done in this case, and I fail to see any reason for calling it casuistical. If my friend had not made an application for costs, I would have left that with the Court and made no application on the subject; but seeing the course he has adopted, I now distinctly and most strongly ask that costs be granted if the Court grant a decree according to the plaintiffs' application. The positions of the plaintiffs and defendants are different. The plaintiffs come to Court to get the Council o go back within the powers which they are authorized to exercise, and if they succeed and obtain such an order they are most certainly in all fairness entitled to the expenses to which they —a poor class of men—are put in order to obtain this order. These costs are referred to in the Rules of the Court, and these rules also contemplate the granting of Counsel's fee included in the costs. As my learned friend has set the example so strongly, I must certainly ask the Court, if judgment is given in favour of the plaintiffs, that costs of Counsel should followed as a matter of course.

Mr. Robinson—I wish to make one remark in the way of personal application. My learned friend has alluded to Rule XI. and invited the Court to give an opinion on the question whether the Council has power to repeal Bye-laws. I shall be very thankful if the Court does so; but I wish to remind the Court that I said it had nothing to do with this case, and the point I quoted was to show that a Bye-law should not be repugnant to the Regulations.

The Senior Consul—It is agreed that the Court will take the matters submitted into consideration, and after we have come to a conclusion we will notify parties, and judgment will be rendered.

Mr. Robinson—May I ask whether progress is being made towards settling and printing the Rules of the Court?

The Senior Consul—We have them under consideration.

Mr. Robinson—The defendants would be glad to have a copy.

Mr. Hughes—It would not affect this case at all.

Mr. Robinson—No, not at all.

The Senior Consul—We are considering the matter.

The Court then adjourned.

CONSULAR COURT HELD AT THE UNITED STATES CONSULATE GENERAL.

Shanghai, 22nd June.

Before Judge O. N. Denny, Consul General for the United States, President; P. J. Hughes, Esq., Consul for Great Britain; and R. Von Krencki, Acting Consul-General for Germany.

FU CHIN-YUE AND OTHERS *v.* THE MUNICIPAL COUNCIL.

Mr. W. V. Drummond and Mr. T. Latham appeared for the plaintiffs.

Mr. A. Robinson appeared for the defendants.

The judgment of the Court was delivered at 11 o'clock this morning, as follows:—

The defendants by their answer admit the statements made in all the paragraphs of the plaintiffs' petition to be correct, except those contained in the 7th or last, which they deny by averring that they have the right under the Land Regulations and the instructions of the ratepayers in public meeting assembled to do the acts complained of; they also aver that the plaintiffs have not sufficient standing before this Court to justify their application for the relief prayed for. Upon the petition and answer, after atgument of able Counsel—Messrs. Drummond and Latham for petitioners, and A. Robinson for defendants—the case was submitted for judgment. As the conclusions reached do not sustain the defendants' view of the case, we will refer to the argument of their able Counsel in the order presented by him. The learned Counsel says "that the Municipal Council can only carry out the instructions given them by the ratepayers, and that when they have done this, this Court will not inquire whether they have done right or wrong." The Council are the agents of the ratepayers, selected by them to act as such from year to year, whose duty it is to administer the affairs of the Municipality in accord with the Regulations and instructions of the ratepayers given them from time to time acting within the scope of their legitimate authority; we say legitimate authority, for certainly the Council will not claim the right to do an illegal act simply because they have been instructed to do so by the ratepyars. He further contends that the authority creating the Court of Consuls gives it no power to issue injunctions against the Council. We cannot however accept this interpretation of Article XXVII of the Land Regulations which provides that "the Executive Committee or Council may sue and be sued in the name of their Secretary or in their corporate capacity or character, and such Committee Council, or Secretary, shall have all the rights and privileges which private complainants have to recover and enforce judgments obtained by them, and shall also incur the obligations which private defendants have in proceedings at law or suits in equity commenced against them, *provided* they shall not be individually liable. From the foregoing language, it seems clear that this Court has equity jurisdiction as well as jurisdiction at law; for, how can the Council recover or enforce judgments obtained by them or incur the obligations which private defendants have in suits in equity commenced against them, if the Court which was created to settle differences arising between the Council and private individuals has no equity jurisdiction? Having the authority, it is the duty of the Court to interfere whenever it appears from the petition of a ratepayer or resident that an act is about to be done which is against equity and good conscience, or that in its nature is litigious or vexatious; for in such cases the Court will not leave the petitioner to feel the mischief or the inconvenience of the wrong and to look in vain for redress, but will interpose its authority to restrain the unjustifiable proceeding. It is admitted that the plaintiffs are residents within the Foreign Settlement of Shanghai and are owners of jinricshas which are licensed by the Council to ply for hire in the said Settlement. This admission clearly gives them a sufficient standing in Court to object to the execution of a policy which not only threatens to interfere with the business which they have hitherto carried on, but threatens the peace of the community, because it is in contravention of the regulations which govern it. The ratepayers and Council have no other or greater powers than those given them by the Land Regulations and Bye-Laws which have been approved by the Treaty Consuls and Diplomatic Representatives, and which when once approved remain in force until repealed by the same authority, and when the ratepayers devise the ways and means for the Council to carry on the Municipal Government, which includes among other things the fixing of license fees, they should conform to the regulations which have been adopted for their guidance. Bye-law XXXIV, which is in perfect accord with the Land Regulations, provides that in order that certain callings and businesses, including the running of public vehicles, may be carried on within the settlement, licenses shall first be obtained from the Council; that "in respect of such licenses the Council may impose such conditions and exact such security as the nature of the particular case may require, *and charge such fees in respect thereof as may be authorized at the annnal general meeting of ratepayers.*" In pursuance of this Bye-Law, the fee for jinricsha licenses was fixed at $1 at the annual general meeting of ratepayers held on the 24th day of February last, and having been so fixed, the ratepayers cannot interfere with it during the year without amending Bye law XXXIV., which would require the approval of the Ministers as well as the Consuls. But the learned counsel for the defendants holds that under the Bye-law in question, the ratepayers have the right at any time in public meeting to lower or raise the fees in respect of licenses. If this right were admitted, there still remains undisposed of, the fact that it is the duty of the ratepayers under Bye-law XXXIV. to fix the fee to be charged, and in this important respect they not only failed to fix it themselves at the special meeting, but they undertake to invite the jinricsha people, the interested parties, to fix it. Having so failed to fix a fee to be charged, unless the Council rely upon the instructions given them at the annual general meeting, they have no authority at all in the premises.

An attempt to raise revenue for Municipal purposes from licenses by putting them up to public tender is to say the least novel in the history of Municipal legislation. While the city government of Shanghai, in its organic law, differs in important respects from similar governments in other countries, yet there are certain fundamental principles adhered to in the administration of Municipal affairs, which should be adhered to

in the administration of the affairs of this settlement, in so far as they are applicable; and not the least of these is the one which demands that all means adopted for raising the needed revenues should have for their basis that which will secure the greatest uniformity and equality. Fair dealing as well as public policy demand the enforcement of this principle, and the scheme to raise the revenue by tender being utterly at variance with the rule which secures equality and uniformity as well as being in conflict with the Regulations, should not be enforced. We are of the opinion that the Regulations make it the duty of the ratepayers at the annual general meeting to fix license fees, and that as the fee for jinricshas was so fixed the ratepayers have no authority to change it until the next annual meeting. Judgment is rendered in favour of the plaintiffs accordingly, with their costs of Court in this behalf expended.

Based upon the foregoing judgment it is directed that the interim order issued out of this Court on the 26th day of May last restraining the defendants from taking further proceedings in the matter of jinricsha licenses until after the hearing of this suit be and the same is hereby made permanent.

(Signed) O. N. Denny, U. S. Consul General.
" P. J. Hughes, H. B. M.'s Consul.
" R. von Krencki, Acting Consul General for Germany,
Judges of the Court of Consuls.

Mr. Robinson supposed that with reference to the injunction, it referred only to the next Annual Meeting of the Ratepayers.

Judge Denny said that was what was intended.

Mr. Robinson said he did not wish it to be understood that he denied the jurisdiction of the Court, but only in the case of issuing injunctions against the Municipal Council.

After consulation with the other members of the Court, the President said the judgment would be amended in so far as it referred to the jurisdiction of the Court to issue injunctions. The amendment was made accordingly, and the judgment made to read as published above.

Publish in newspapers
Encl: 5 Copies
Copy & draft to Garfield Memorial Hospital Fund
Mar 10/83

No claim

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1882
RECEIVED

United States Consulate General,

Shanghai, August 22nd 1882.

Hon. Fredk. T. Frelinghuysen
Secretary of State
Washington D.C.

Dear Sir:

As requested in your unofficial
letter dated April 12th 1882, addressed
to the Diplomatic and Consular officers
of the United States of America
I have solicited subscriptions
at this Port to the Garfield Memo-
rial Hospital Fund, and now beg
to hand you herewith enclosed a draft

draft in your name on the Hong K
and Shanghai Bank for the sum
two thousand two hundred and sixty four
80/100 ($2264.80) dollars U.S. Gold Coin, for th
fund, as the result of my labors.
The amount subscribed as will be
seen from the enclosed subscription li
was twenty five hundred ($2500.00) do
in mexican silver dollars.
The difference between this
sum and the face of the draft
being in the rate of exchange.
I am very glad to be
some little service in aid of so

grand a monument.

In conclusion I beg to
express the utmost confidence in the
attainment of the object sought, and
that the Hospital will be worthy of
the Great Name it bears.

I am Sir

Your obedient servant

O. N. Denny

Tientsin August 9th 1862

Dear Mr. Denny

Your kind note of the 3d instant
enclosing copy of the appeal & Secretary
letter for Baptist Hospital duly
reached me on the 7th inst. but illness
had prevented me from answering your
note by out that date. Your immediate
departure for the U.S. giving me no
chance to see you before you leave
is a regret to me. However I hope
your absence will only be temporary
and will include the pleasure to see
you back to our country again.
I cannot be denied that during
your stay in China you had done
a great deal to cultivate a true
friendship between your own country
and this. Many a times heard
from the Tsungli Yamen "your words
are to be depended upon and your
dealings are impartial" - Indeed
the true friendship already cultivated
by you would soon have taken root
had not the late act to stop the

Clarine for handing your Note in
the next 10 years to be passed in
Congress. For to pass a law to stop
our Countrymen from going to the
United States - the first Century of
Independance - is something which
would surprise us and I cannot
think that he who fights the Chinese well
look upon the Yankees in a diffe-
rent light - besides - it is not very
business to commence our hostilities
in matters less interesting - I have
read the appendix and the Secretary
non official letter with care and
have no hesitation to say that such
a note from our Government would in
their documents ought to be instantly
rejected from all quarters of the
Universe for Mr Seward said "all the
world is for us" all the
world is for us and we have
Had not the late act already
to been set aside I am sure Colle
gues would be most happy to hand
a Chinese Citizen and send it com
among our people but to ask
our Countrymen to subscribe to

a Hospital to be built in a country
which she will not permit the Chinese
to enter for 10 years is more than we
dare to do -

With due respect to the late Presi-
dent and a desire to be always
serviceable to you but not wishing
to have our names appear to
avoid abuses allow us to ask
you to accept the accompanying
small sum of $300 - as a
subscription to the "Garfield Memorial
Hospital fund
"Mrs O. K. Denny's Chinese friends
at Shanghai"

Wishing you a pleasant passage

Believe me

Yours Sincerely

Tongkingfong

Garfield Memorial Hospital Fund.

Subscription List.

We the undersigned hereby subscribe the sums set opposite our names respectively for the purpose of erecting a National Hospital in the District of Columbia to be called the Garfield Memorial Hospital

Names	Residence	Amount	
H. E. Chas Gu Lein	Shanghai Taotai	$200. —	Paid
Russell.	"	$500. ÷	" Paid
From Chinese friends	Mr. O.N. Denny a.c. the [illegible]	$300.	Paid
Am & Japan Trading	Consulate	$300. —	Paid
Fearon & Co	Shanghai	$200.	" Paid
Farnham Boyd & Co	Shanghai	$200.	" Paid
S.C. Farnham & Co	Shanghai	$100 —	" Paid

Name	Residence	Amount	
H.V. Grant	Shunglin	$50	Paid
Mulaid & Co	"	$100.	"
Wisner & Co	"	$100	Pd 24/8/82
Charles E Bill	"	$100	Paid
The American Clock & Brass Co. C.H. Chauncey agent.	"	$100	"
O.N. Drew	"	$50.00	"
E.B. Drew Jr	"	50.00	Paid
Thos. K. Thurston	"	$50.00	Paid
M.T. Yates by D.T. Seamans		$100.	Paid 2/8/

$2500.00

329

No. ~~12~~ 5

Mr.

Subject:—

DEPARTMENT OF STATE
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329
No. ~~12~~ 5] August 22 1882 United States Consulate General at Shanghai,

Mr. Denny Consul General, to the State Department.

Subject:— Leave of absence

ABSTRACT OF CONTENTS.

Informs Department of his
passing hundred over charge
of the Consulate General to
W. F. Rhodes Vice Consul
General on the 23 August,
enclosed Inventory of archives

R. H.

No. 329.

United States Consulate General,

Shanghai, August 22 1882

Hon. J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to the Department's despatch No 123 of date the 27th of May, granting me leave of absence to visit the United States for two months, I have the honor to state that I have decided to avail of the leave granted me and that I shall leave my post tomorrow the 23d instant leaving Mr. F. D. Cheshire duly qualified and appointed Vice Consul General in charge of this office.

Mr. Cheshire will sign vouchers and draw drafts for his own salary as Interpreter to this Consulate General and I have authorized him to

under

- under the account for my salary as
Consul General during my absence
and to draw drafts on the Treasury
Department against it from the
1st of September, as per agreement.
I beg to enclose an inventory of the
1/ archives of this Consulate General with
certificate attached, as well as a receipt
2/ for monies on hand in this office
belonging to Estates of deceased American
Citizens.

I have informed the Hon Fifth Auditor of
the Treasury that Mr. Chadwick will render the
accounts for Consul General's salary and
draw drafts against same during
my leave of absence.

Hoping to have the
pleasure of meeting you
shortly in Washington

I

I am, Sir
Your Obedient Servant
O. H. Dunn
Consul General

Enclosures
1. Invoice as above
2. Receipt do do

Inventory of United States
property at the Consulate
General Shanghai China
August 22d 1882

Consulate General of the United States at

Shanghai, China August 22.d 1882

We Certify on this the twenty second day of August the services of Orrin N Denny ceased and he is entitled to his salary and fees including said day; and that the services of F. D. Cheshire commenced the day following, he having rendered the archives a full and complete inventory of which is hereto annexed as required by the Consular Regulations Article IX.

O. N. Denny
U.S. Consul General

F D Cheshire
U S Vice Consul General

General Office

1 Large safe for ships papers, books &c,

32 Record Books

1 Fire Proof safe (German make)

1 Desk pigeon holes and drawers

1 small Desk and Counter

2 Chinese tables

1 Revolving chair

1 Stand up desk

1 High Chair

1 American cane seat chair

2 Gas burners

1 " jet for reading

1 Counter

Lot of Forms and Stationery

1 Coal scuttle

1 Letter press and Stand

1 Wax seal (U.S Consulate General &c)

1 Dry seal do do

1 Date stamp

1 Call bell

4 Ink stands

1 Stop Light

1 Stand 3 Ink bottles

Compositors room

10 Record books

1 Clock

1 Desk with drawers

1 Chimes table with drawers

1 Picture "George Washington"

1 Gas pendant

1 " jet for reading

Waiting room

2 Tables

1 small Mantle book case (drawers)

1 Form case

1 Gas pendant

Post office

2 Tables

7 Sorting cases

17 Lamps

1 Large iron safe

2 Mail boxes for dead letters

1 Gas pendant

4 " brackets

3 Scales

Court room

1 Platform for judge + associates (carpeted)
1 long table on same
1 Desk (clerk of court)
1 do (Interpreter)
1 Witness stand
1 Prisoners dock
1 Table (for reporters)
1 do (" lawyers)
1 Map of Asia
12 American cane seat chairs (ordinary)
3 do do do (high backs)
1 Bible
1 Gas pendant
1 " bracket
6 Sink blinds
1 pair curtains + Cornices

Consular clerk room

1 Desk with drawers

1 Chair

1 Pigeonhole case

2 Pendant Gas lights

1 Reversed desk drawers and pigeon holes

Clerk of the Courts room

1 Walnut desk, (drawers)

1 Revolving chair

2 Stand up desks (pigeon holes)

3 Chairs

1 Case for books and papers (5 compartments)

1 Letter press and Stand

1 Eyelet machine

3 Paper files

1 Fire proof safe

1 Statistical atlas. 3 Vols 9th Census

Lot of Forms, blanks and stationery

1 Ink stand

1 Damping pot and brush

1 Department Dispatch book (W. Myers time)

1 do do (Mess Wells & Stabls) Now in use

1 Probate docket and 1 Probate Minute book

1 Criminal do . 1 Criminal do.

1 Civil do . 1 Civil do

1 Registir of Marriages

1 do Deaths

1 do Births

1 do Citizens

5 old Record books

2 old Dockets

4 Books, record, Deeds, Mortgages &c

2 old books - Record Court Fees

1 Mco book

5 Press copy books

2 Ballot boxes for associates

2 old Probate Ledgers

2 Writ books

1 Pictures (Centenial Buildings)

2 Court seals

1 Dry seal ("U S D G &c")

Lot of old broken seals

1 Gas pendant

1 " bracket

1 Book, Form 118

1 do do 119

Upper Hall

1 Hat rack

2 boot mats

1 Court Calendar

1 Gas pendant,

12 Signs to rooms (Count General, Count &c)

2 Maps

Interpreters room

1 Iron safe

1 Desk with drawers

1 Revolving chair

5 Maps (Chinese + Foreign Settlements Shanghai)

1 Cane seat chair

4 Chinese Chairs

2 Trays

1 Chinese table

6 Old books + Corresponding desks

2 Books (official words Chinese letters not recent } in use

2 do (Miscellaneous do do do }

1 Passport book

1 Mixed Court docket old

1 Do. Do. new

37 Vols Chinese Correspondence (old)

1 Letter press and cloth, pot and brush

1 Poo Keung (Chinese land measure)

2 Chit books in use

1 set shelves for books

2 Seals (Chinese)

1 Case for writing paper, Envelopes &c,

1 Japa basket

1 Gas pendant

Archive room

Sundry Court archives, Consisting of

Papers in suits, Estates &c, &c, &c,

Lower Hall

1 Bulletin board

1 Coat of arms

2 Gas pendants

3 Mats

2 Wooden benches

Consul Generals room

3 High back cane seat chairs

2 Morrocco covered Easy chairs

1 Revolving Chair

1 Rug

1 Mahogany desk and drawers

1 Table (green cloth cover)

1 Gas pendant

1 " jet for reading

2 cases for books and records (6 Compartments Each)

1 Stationery case with drawers

2 set of Shelves for books

1 paper basket

2 Pictures "Centenial Buildings"

1 do (Hayes and Wheeler)

1 Dry Rack (U S C & C)

1 Date stamp

1 Double bronze ink stand

1 Dispatch basket

1 Case for papers, Envelopes &c

1 Date tablet.

Books

Lot of old pamphlets, Customs returns &c

23 Howards Reports

2 Blacks do

1 US Revenue Laws

1 Elliots American Diplomatic Code

1 Revised Statutes 1873+5

1 do do 1878

4 Wallaces Reports

1 California Code

2 Civil Code of California

2 Political do do do

2 Civil Procedure of California

1 Penal Code of California

1 Deadys Reports

1 US Reports (Sawyer)

2 Chittys Blackstone

9 Opinions of Attorney General

14 Encyclopedia Americana

1 British Merchant Shipping Act

1 Matts, Decrs and regulations

3 U S Court regulations

1 Treaties between China and Foreign Powers

1 Chitty on Contracts

80 Vols Correspondence (mid)

5 " Forms 118 & 119 (old)

24 " Correspondence (sent)

1 " 8th Census U S

1 " 9th " do do

4 " Patent Office Reports

Lot of unbound Statutes at Large

3 U S Consular Manual 1868

1 " do. do. 1863

2 Charts VIII Coast of China

1 Chart Harbour of Shanghai

4 Vols Kents Commentaries

1 " Benedicts Admiralty

1 " Customs Regulations 1874

1 Vol Treaties and Conventions between U S and other

1 " Missouri form book

1 " Law Reports Crown cases

1 " Labor in Europe

1 " Digest Opinions Attorney General

1 " Bankrupt Law James

1 " Paleys Law of Principal and agent

1 " China 1853 to 1857.

1 " French and English Dictionary

2 " Websters Dictionary

1 " Law Book Pacific coast

1 " Weskett Insurance

1 " Laws US Navy and Marine Corps.

1 " New clerks assistant

1 " Law of Shipping

1 " Gould's Pleadings

1 " Abbott on Shipping

3 " Story on the Constitution

2 " Story on Contracts

3 Vols Greenleaf on Evidence

2 " Bishops Criminal law

1 Pamphlet - Ruler Practice U.S Circuit Court Cal

2 Vols Parsons on Contracts

1 " Conklings Practice

1 " Keyes Digest

2 " Rightleys Digest

1 " Do. Federal Digest

2 " Forms and uses of blanks

2 " Bouviers Law Dictionary

1 " Prize cases, New York

1 " Commercial Digest

2 " Parsons Maritime Law

1 " Story on Agency

1 " Jacobsen Sea Laws

2 " Storys Equity Jurisprudence

1 " China and Compulsory Enlistment

42 " Annals of Congress

1 " Rights and duties of American Seamen

2 7th Budget and Mess Letter
4 " Celestial Empire
6 " Supreme Court and Consular Legotts
26 " North China Herald
32 " Commercial Reports
13 " Foreign Relations
139 " Diplomatic Correspondence
1 " Marryats Signal Code
2 " Consular Regulations 1874
1 " do. do. 1870
4 " do. do. 1881
5 " Treaty of Washington
1 " Indian Colonial & Lake Trade
2 " Postal Laws
3 " Mineral Resources
1 " U S Import Duties
1 " Condensed Reports Cases US Supreme Court
1 " Mineral Productions
6 " US Official Registers

2 Vols. Report Post Master General

5 " (Bound) Registers of Dept of State

1 " Dr Lobus on the Constitution

5 " Presidents Messages

5 " Finance Reports

1 " Surgical Office Report

1 " Report Commissioner of Land Office

1 " National Almanac

Lot of sundry unbound pamphlets

1 Message Gov Andrew

1 Vol Report Municipal Council

2 " Do. Chief Bureau of Statistics

1 " Chinese Review

1 " Shanghai Almanac & Miscellany

1 " Monuments de Paris

1 " National Education Society

18 " Statutes at Large (Shanghai)

2 " US Navy Register

1 " Report Light House Board

3 Vols Report Secy of War
1 " Do Secy of Navy
5 " Do Post Master General
1 " Assassination of Lincoln
1 " Trial of J. H. Surratt
3 " U S Tariff
2 Obit Books
1 Import Duties
2 Morgan's Tariff
1 Government Salary Tables
1 Hongkong Directory
1 San Francisco Do
16 Vols Statutes at Large (Bookcase)
1 Dictionary Websters Unabridged
1 Tea Cutter
16 Vols Correspondence received from
State Department, Treasury, Consulates etc:
1880 @ 1881

Jail

Jail Cook House

1 small cooking stove very old

1 meat safe

3 small tables

3 old scales useless

Lot of cooking utensils old

1 axe

1 Hatchet

2 Wooden buckets

9 Tin Pans

9 do Plates

9 do Spoons

Jail Yard

7 Water Kans

1 " Kettle

Outer Hall

1 Hanging Lamp
3 Mats old
1 Backboard (coat of arms)

Inner Hall

2 Reading Tables
2 Wooden Forms
1 Stove and Piping very old
1 Book Case, glass doors, about 50 books

No 1 Cell

1 Bedstead
1 Bed
2 Blankets

No 2 Cell

12 old Blankets
8 Japanese mats

No 3 Cell

1 Bedstead

No 4 Cell

1 Bedstead

No 5 Cell

1 Bedstead

No 6 Cell

Jail store room

2 Canisters for tea and coffee
6 Ticks, 5 not filled
3 Single Blocks
1 Snatch Block
1 Double Block
1 Watering Pot
1 Beam Scale
5 Cutlasses old

1 Pennant

8 Fathoms New rope

1 Mast rope

1 Paint Brush

1 Mail Flag

1 Ensign New

Jail Bath Room

1 Washing table and Stand

1 Wooden Form

Upper Hall

1 door mat

1 Roll Matting

1 Clock

11 Hand Irons

1 Pair Shackles.

3 Leg Irons

Lot of Keys for Cells with duplicates

No 7 Cell

1 Bedstead

1 Arm Chair

No 8 Cell

1 Bedstead

No 9 Cell

1 Bedstead

No 10 Cell

1 Bedstead

2 Arm Chairs

Jail Corridor

1 Writing Table

1 Chair

1 Stove & Piping

1 Do Do Misc

Stores

3 stores belonging to office

1 Worn-out Gas burner

Chairs (Sedan)

1 Sedan official chair for Consul General

1 do do . Subsplete

United States Consulate General

Shanghai August 1882

Ledger Statement of Debit and Credit.

American Citizens, turned over by O.H. Denny
Esq. & F.D. Chisholm, Acting Vice Consul

Dr

91	To Cash.	Estate of	F.B.H. Jenkins	#
99	"	"	Miss Nellie Lawrence,	
8	"	"	Burge Lewis,	
6	"	"	Mrs. Ida Edgerton,	68 27
5	"	"	Donald Rose.	67 5
	"	To	Balance.	1793 72
				# 1368 74

Cr

E. & O. E.

United States Consulate General.

Shanghai China

August 3rd 1883,

I certify the above to be a true Copy of the Ledger of this Consulate General.

D.B. Coffey

t and Credit.
by O.H. Denny
Vice Consul

Accounts of the Estates of deceased
Consul General of the United States at Shanghai
General in charge of Consulate General.

— 1883. — — — 7. — —

	Folio		
	91	By Cash	$ 3124
	99	do	3684
	108	do	9501
6827	130	do	116560
675	130	do	3640
179377			
$ 136874			$ 136874

O. H. Denny
United States Consul General
T.D. Cheshire.
Vice U.S. Consul General in charge.

General.
China
of 1883,

US Consulate
General Shanghai
August 22d 1882

Receipt for monies
on hand in the
US Consulate General
account of Consulates
Secretary and American
Citizens -

Despatch # 329
Enclosure # 2

Ae. Oct 13/82
Sherman

6 Enclosures

No. 330 | August 24th 1882 | United States Consulate General at Shanghai,

From Cheshire Vice Consul General in charge to the State Department.

Subject:—

DEPARTMENT OF ST
OCT
9
1882
REC

ABSTRACT OF CONTENTS.

Informing the Department of his having taken charge

330

United States Consulate General,

Shanghai, August 24th 1882

J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Referring to Mr. Consul General Denny's dispatch No 329. I have the honor to inform the Department that I have this day assumed charge of this Consulate General.

I am Sir.

Your obedient servant

T. D. Cheshire

Vice Consul General in charge.

Ack. Oct 13/82
Thomas

331 } August 24th 1882 United States Consulate General at Shanghai,

Chesterfield Vice Consul General in charge to the State Department.

Subject:—

RECEIVED
OCT
9
1882
DEPT OF STATE

ABSTRACT OF CONTENTS.

Acknowledges receipt of Department's despatch #129.

331

United States Consulate General,

Shanghai, August 24th 1882

Hon. W. Hunter

Second Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your despatch No 129. dated July 13th 1882.

I am Sir:

Your obedient servant

T.D. Cheshire

Vice Consul General in charge.

No. 332 August 28th 1882 Ac. act 13/83 Sherman fcl Mr Clements

United States Consulate General at Shanghai,

Cheshire Fox Consul General ~~in charge~~ to the State Department.

Subject:—

DEPARTMENT OF STATE
OCT 9 1882
RECEIVED

ABSTRACT OF CONTENTS.

Encloses a newspaper cutting of a letter presented to Mrs. Denny on the eve of her departure for the United States.

332

United States Consulate General,

Shanghai, August 28th 1882

Hon. J. C. Bancroft Davis

Assistant Secretary of State,

Washington, D.C.

Sir, I have the honor to enclose a newspaper cutting of a letter presented to Mr. O. N. Denny on the eve of his departure for the United States on leave of absence, which I venture to say will be read at the Department with interest and satisfaction, evincing as it does a marked appreciation on the part of the American community of the port of Mr. Denny's services as Consul General.

In the sentiment expressed I believe that the residents of

of other nationalities heartily con-
-cur.

I am Sir;

Your obedient servant

T D Cheshire

Vice Consul General in charge

Shanghai, 17th August, 1882.

To O. N. Denny, Esq.,

Consul-General of the United States,
Shanghai.

Sir,—The occasion of your departure for America affords us an opportunity we cannot allow to pass of expressing the appreciation which, we believe, is universally felt here for the able manner in which you have performed the duties of your office as Consul-General of the United States.

In view of the formidable powers with which our Ministers and Consuls are clothed, and the opportunities which exist for their abuse in such a way as to imperil not only the rights of property but even the security and personal liberty of Americans in China, it has been a source of profound satisfaction to feel that in your intimate knowledge of the law and keen sense of right we have had substantial guarantees against such abuses and for the impartial and intelligent administration of justice.

In addition to your duties as Consul-General, you have had as "doyen" of the Consular body to consider and decide upon many questions affecting the interests of the public at large, and for such services involving a great expenditure of time and labour, and entirely gratuitous, we can bear witness to the gratitude of the entire community.

Furthermore we can attest the cordiality of your relations with the Chinese and officials and subjects of the various nationalities residing here, and lastly while acknowledging your superior merits in the above relations we must not omit mention of the kind and sympathysing nature and genial social qualities which have gained for you a large circle of warm friends in China.

We wish for Mrs. Denny and yourself a pleasant visit to your home, and are selfish enough to hope that your absence will not be prolonged and that we may soon be able to welcome you back, remaining with much respect

Your friends and well wishers,

(Signed,) H. De Courcy Forbes, E. G. Low, John F. Seaman, Frederick Bridge, W. S. Wetmore, Russell & Co., Wm. H. Macomber; The China & Japan Trading Company Limited, Frederick Bridge, Manager; Wisner & Co., Fearon, Low & Co., Frazar & Co., John P. Roberts, F. D. Cheshire, G. H. Wheeler, J R. Macbeth, A. M. Bisbee, R. P. Hunter, A. C. Hunter, R. F. Eastlack, Elliot Stone, E. W. Rice, G. G. Hopkins, H. B. Endicott, D. Weld, J. Ward Hall, J. Palmer, J. L. Hammond, Frank Reid, W. R. Eastlack, T. W. Barker, F. McKeige, J. J. Coffey, G. A. Shufeldt, John O. Neil, Henry Sylva, R. W. Mustard, John Pike, Dewitt C. Jansen, E. B. Drew, Joseph Orr, J. Harman, B. B. Townsend, Rogers and Perkins, H. M. Perkins, H. J. Gordon, Wm. J. Boone (St. John College), W. W. Royall (S.M.E. Mission) J. Crossett, Young J. Allen (Southern Methodist Mission), Geo. R. Loehr, and Charles E. Hill.

The following is Mr. Denny's reply:—

To W. S. Wetmore, W. H. Macomber, H. de C. Forbes, E. G. Low, John F. Seaman, Frederick Bridge, and others.

Gentlemen,—I hardly know how to respond to the kind and cordial way in which you have expressed your approval of the manner in which I have discharged the duties of my office since I came to Shanghai; such a manifestation of your friendship and good will, coming so unexpectedly and upon the eve of my departure for home and friends across the Pacific, will not only bind me closer than ever to you and your interests, but will materially aid me in striving to maintain your respect and confidence in the future.

It cannot be expected that the duties of so important an office can be discharged to the satisfaction of all, for that is quite impossible, but to have one's general course approved in such flattering terms, should be, as it is to me, a source of pride and great gratification. You have also in your consideration for others, referred to the delicate and important duties of the doyenship of the Consular Body of Shanghai—the responsibilities of which I have assumed for the last ten months. In reply I have only to say, that while the work is gratuitous and often laborious, yet if I have the gratitude of so intelligent and critical a community as Shanghai for the duties thus performed, I am far more than rewarded.

For Mrs. Denny and myself I thank you most sincerely for your kind wishes which accompany us on our visit, and for expressing the hope that we may return to you, which we intend to do.

In conclusion I desire to assure you that when our visit is ended, and we turn our faces towards the East, we shall look forward with much pleasure to again sharing your friendship and hospitality.

I am, Gentlemen,

Your obedient servant,

O. N. Denny.

Ans. ap oct 13/82
Rec'd
McClements

333] August 29 1882 *United States Consulate General at Shanghai,*

Cheshire Fitz *Consul General.* *to the State Department.*

DEPARTMENT OF STATE
OCT 9 1882
RECEIVED

Subject:— Mr Says Bond as Vice Consul at Canton

approved 10 Oct 82 Hte

ABSTRACT OF CONTENTS.

Approves it.

333

United States Consulate General,

Shanghai, August 29th 1882

No. J. C. Bancroft Davis
Assistant Secretary of State,
Washington, D.C.

Referring to Mr. Keyes's despatch No. 70, wherein he encloses his bond duly executed as Vice Consul at Canton, I have the honor to state that I approve of same.

I have the honor to be
Sir
Your obedient Servant
F. D. Cheshire.
Vice Consul General in Charge

Rec'd Oct. 23/82 Shuman

No. 334] September 14th 1882 United States Consulate General at Shanghai,

Cheshire Vice Consul General. to the State Department.

OCT 20 1882 RECEIVED

Subject:—

ABSTRACT OF CONTENTS.

Informs of the death of two sailors of the American Barque "John O. Brewer"

entered

334.

United States Consulate General,

Shanghai, September 14th 1882

Hon. J. C. Bancroft Davis.

Assistant Secretary of State,

Washington, D.C.

Sir,

I regret to inform you of the deaths of Carl Schliemann Seaman and Hilmar Osgard Carpenter of the American Barque "John D. Brewer" on the 8th and 13th inst. The Barque "John D. Brewer" arrived here on the 11th of August last, and they were sent to the hospital for treatment. The cause of their deaths was Cholera.

I am Sir.

Your obedient servant

T. Cheshire

Vice Consul General in charge.

No. 335 | September 15th 1882 | United States Consulate General at Shanghai,

Mr. Cheshire Vice Consul General in charge to the State Department.

No enclosures

Subject:—

ABSTRACT OF CONTENTS.

RECEIVED
OCT 20
1882

Acknowledged Oct 23/82 Sherman

With reference to the temporary appointment of Mr. Chung Mun Yew to keep the records in the Interpreters office.

Mr. Cheshire while the Dept is disposed to discountenance as far as may be the employment of native Chinese in positions of trust in the Consulates, yet in this case the Chairman's selection seems to have been a wise one and is approved - but the employment of course is under his own responsibility -

335.

United States Consulate General,

Shanghai, September 15th 1882

Hon. J. C. Bancroft Davis.
Assistant Secretary of State,
Washington, D.C.

Sir,

I have the honor to inform you that I have temporarily employed the services of Mr. Chung-Mun Yen, one of the Chinese students who studied at Yale College. New Haven, to assist me in keeping the records in the Interpreters Department of this Consulate General. I find that the duties of the Consul in this office, which is the most important one in China, are numerous and great, and require all of my time and attention to perform them properly; in

in addition to these I am
obliged to perform the functions
of Interpreter and United
States Assessor at the Mixed
Court in the trial of cases
brought by Americans against
Chinese.

I have arranged to com-
pensate Mr. Chung Mow Yen
out of my salary as Interpreter,
and I trust my action will
meet the approval of the
Department.

I am Sir:

Your obedient servant

J. B. Chesheir

Vice Consul General in charge

w clements

No. 336 September 16th 1882 United States Consulate General at Shanghai,

Mr. Cheshire Vice Consul General, in charge, to the State Department.

Subject: American mails.

Rec'd Oct. 23 '82
Ack'd Oct. 24/82
a label
+ copy to Am. Leg.
Oct.
Sherman

POST OFFICE
OCT 20 1882
RECEIVED

ABSTRACT OF CONTENTS.

With reference to the delivery of the American mail, to northern Ports in China, for the last two months.

Pd + P.M. Steamer in com pany with No. 51 from Mr Stevens Consul at Ningpo.

Ack. Has been sent to P.M. Gen. in connection with report from Mr. Stevens at Ningpo on the same subject.

ads

336

United States Consulate General,

Shanghai, September 16th 1882

Hon. John Davis
Assistant Secretary of State,
Washington, D.C.

Sir,

I have the honor to inform you that during the past two months the mails for the northern ports of China have been sent to Hongkong, and there distributed through the British Post office, instead of being sent to this office as heretofore. This has caused a great deal of irregularity and delay in the delivery of mail matter to merchants, as well as others residing at the ports north of this.

I may mention that Hongkong is nearly 900 miles south of Shanghai, and about seven days passage from Yokohama, the same distance as to this port. Letters directed to Tientsin, the most northern treaty

treaty port of China, and to Hankow, over
600 miles from Shanghai, on the Yangtse
river. have not reached their destination until
two weeks after the mail has been delivered
at this port.

That such a change should
have been made, I presume by the San
Francisco Post office, is inexplicable to
me, and I trust instructions will be
issued as promptly as possible by the
proper authorities to have the mails
despatched to Shanghai as heretofore

I am, Sir
Your obedient servant
F. Bohlsen
Vice Consul General in charge

No. 337 September 18 1882

Mr. Chesbrough Consul General. in charge

United States Consulate General at Shanghai,

to the State Department.

OCT 20 1882 RECEIVED

Subject:— Contribution to the Garfield Memorial Hospital Fund.

ABSTRACT OF CONTENTS.

Encloses draft of $90.00/100 U.S. Gold being a subscription from the Mixed Court Magistrate towards the Garfield Memorial Hospital Fund.

Ack. Oct 24/82

Refer to Mr Gilfillan with the draft

Ack. Oct 24/82

337

United States Consulate General,

Shanghai, September 18th 1882

Hon. Fredk. T. Frelinghuysen.

Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith a draft in your favor on the Hongkong and Shanghai Banking Corporation New York, for ninety 84/100 ($90 84/100) dollars, United States Gold, being the equivalent of one hundred mexican ($100.00) dollars; representing a contribution towards the Garfield Memorial Hospital Fund, sent to me by His Honor Chiu Ju Kwei Chinese Magistrate of the Mixed Court at Shanghai, with whom I sit twice a week in cases brought by Americans against

against Chinese subjects.

In transmitting his subscription to you the Magistrate desires me to express his earnest wish for the success of the Festival and that it would be a lasting tribute to the memory of the lamented President.

I hope to have the pleasure of transmitting to the Magistrate an acknowledgement of his subscription from the Defendants.

I am Sir:

Your obedient servant

F D Cheshire

Vice Consul General in charge

No. 338 September 25 1882 United States Consulate General at Shanghai,

Mr. Chesbrough Vice Consul General. in charge to the State Department.

Subject:—

Ac. Oct 31/82
Supplies ordered
Sherman

J. H. Clevis

RECEIVED OCT 29 1882

ABSTRACT OF CONTENTS.

Requisition for Stationery for the use of this office

No. 338.

United States Consulate General,

Shanghai, September 25th 1882

Hon. John Davis

Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith a requisition for stationery, flags &c. required for the use of this office, and beg to request that in packing them the cases be tin lined.

I am, Sir;

Your obedient servant

J S Cheshire

Vice Consul General in charge

Mr Clements.

No. 339 September 26th 1882 United States Consulate General at Shanghai,

Rec'd Oct 31st Kelman

Sir, Chushin Vice Consul General. in chge to the State Department.

Subject:— Acknowledging Circular letters.

DEPARTMENT OF STATE
OCT 28 1882
RECEIVED

ABSTRACT OF CONTENTS.

Acknowledges receipt of Circular letters dated July 8th & 18th respectively.

No. 339

United States Consulate General,

Shanghai, September 26th 1882

Hon. Fred'k T. Frelinghuysen

Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your Circular letters dated July 8th and 18th respectively; the former informing me that the President, by and with the advice and consent of the Senate, has appointed Mr. John Davis of the District of Columbia to be Assistant Secretary of State, and the latter Mr. Abbey A. Adee to be Third Assistant Secretary of State.

I am Sir.

Your obedient servant

J. B. Cheshire

Vice Consul General in charge.

Mr Clement

Acknl Oct 31/82 Hamm

No. 340 | September 26th 1882 | United States Consulate General at Shanghai,

Mr. Cheshire Vice Consul General. | Incl. | to the State Department.

Subject:— Acknowledging despatch & Circular letter.

TREASURY DEPT. OCT 28 1882 RECEIVED

ABSTRACT OF CONTENTS.

Acknowledges receipt of despatch No 130 and Circular letter dated July 31st 1882.

No. 340

United States Consulate General,

Shanghai, September 26th 1882

Hon. John Davis
Assistant Secretary of State,
Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your despatch No 130. dated August 4th 1882. also Circular letter dated July 31st. The latter transmits copy of a letter from the Honorable Secretary of the Treasury, dated July 27th respecting descriptive lists of invoices: the Departments intentions in reference thereto shall be strictly complied with by this office.

I am Sir:

Your obedient servant

F S Cheshire

Vice Consul General in charge.

Mr Clements.

No. 341. September 26th 1882. United States Consulate General at Shanghai,

Sir. Chuhsie Tsai Consul General wickg to the State Department.

Subject: Acknowledging despatches.

ABSTRACT OF CONTENTS.

DEPARTMENT OF STATE
OCT 23 1882
RECEIVED

Acknowledges receipt of despatches Nos 131 & 132 the last dated August 22nd 1882.

No. 341

United States Consulate General,

Shanghai, September 26th 1882

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of your despatch Nos. 131 and 132 the last dated August 22nd 1882.

I am, Sir:

Your obedient servant

F. Bohlsen

Vice Consul General in charge.

No. 347 September 26th 1883 United States Consulate General at Shanghai,

Sir. Charles Vice Consul General in Chge to the State Department.

Subject:— Death of P. Jorassau.

TREASURY DEPT OCT 29 1883 RECEIVED

ABSTRACT OF CONTENTS.

Reporting the death of P. Jorassau, Seaman of the American Barque "Herbert Black" on the 23rd instant.

ack Oct 31st Sherman

F. J. Sclair

Enter Entered

1

342

United States Consulate General,

Shanghai, September 26th 1882

Hon. Alvey A. Adee
Third Assistant Secretary of State,
Washington, D.C.

Sir,

I regret to inform you of the death of P. Jorassan Seaman of the American Barque "Herbert Black" on the 23rd instant.

The Barque "Herbert Black" arrived here on the 14th instant from Nagasaki Japan. and he was sent to the hospital for treatment.

The cause of his death was Cholera.

I am Sir
Your obedient servant
J.B. Cheshire
Vice Consul General in charge.

Wrs. 10/82

No. 343] October 2nd 1882 Ac Dec 19/82 Shearman

Hclair

United States Consulate General at Shanghai,

F. D. Cheshire Vice Consul General to the State Department.

DEPARTMENT OF STATE
NOV 9 1882
RECEIVED

Subject:—

ABSTRACT OF CONTENTS.

Enclosed Marriage certificate

enter

No. 343

United States Consulate General,

Shanghai, October 2nd 1882.

To
Hon. Alvey A. Adee
Third Assistant Secretary of State,
Washington, D.C.

Sir,

I have the honor to enclose a certificate of marriage which took place in my presence between Alfred Henry Talfey and Constance Mary Beatrice Fryer.

Mr. Alfred Henry Talfey was born in York Maine

I am Sir
Your obedient servant
F. Bolcher
Vice Consul General in charge

Enclosure
Marriage Certificate

CERTIFICATE

of

MARRIAGE.

Consulate General of the United States,

Shanghai, China, October 1st, 1882.

I, F. D. Sherman Vice CONSUL GENERAL OF THE UNITED STATES at Shanghai, do hereby certify that on this first day of October, A.D. 1882, at the ~~residence~~ of Trinity Cathedral, in the city of Shanghai Alfred Henry Tolfrey aged 31 years, born in York Maine and now residing Shanghai China and Constance Mary Beatrice Fryer born in Southampton England and now residing in Shanghai were united in marriage before me, and in my presence, by Rev W L Groves, who is authorized by the laws of Great Britain to perform such a ceremony.

In witness whereof I have hereto subscribed my name and affixed the seal of the CONSULATE GENERAL AT SHANGHAI this 2nd day of October, A.D. 1882, and of the Independence of the United States the 106.

F D Sherman

Vice Consul General.

Ac Dec 19 Herm

Enclosures.

No. 344] October 3rd 1882 United States Consulate General at Shanghai,

Mr. Charles Vicé Consul General. encl'ds. to the State Department.

Subject:—

DEPARTMENT OF STATE
NOV 9 1882
RECEIVED

ABSTRACT OF CONTENTS.

Encloses Marshals return for 3rd Quarter 1882.

No. 344

United States Consulate General,

Shanghai, October 2nd 1882

Hon. Mary A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

1/ I have the honor to enclose herewith the Marshals returns for the Quarter ending September 30th 1882.

I am Sir

Your obedient servant

F. D. Cheshire.

Vice Consul Gen'l in charge.

Enclosure

Marshals returns. five

[Form

COURT OF THE UNITED STATES CONSU

Return of Civil & Criminal Suits from the First day of July

O. OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME AND NATIONALITY OF PLAINTIFF.	NAME OF DEFENDANT.	NATURE OF SUIT.	
777	March 28th	Chas E. Hill	Elizabeth A. Hill	In Equity	Fo
785	June 20th	D. Mex.	Chas E. Maubert	Contract	
786	July 29th	Hall & Holtz	Geo. E. Bell		
		Mustard & C.	Jennie Chinnian	"	
787	Sept 5th	Llewellyn & C.	"		
		Hall & Holtz			
788	"	20th Shanghai Weaving	J. N. B. Smith	"	
789	"	22nd Tung Chong	J. Dixon	"	Q

Criminal

34	July 24	United States	J. F. Crossett	Writ of Habeas Corpus	F
35	Aug 11	"	J. Hallinon	Assault & Battery	Fi

Summary C

		Name of Prisoner	Brought by whom	Charge	
1	July 1st	Henry Taylor	M. Police	Desertion	bra
2	" "	E. Dunnead	" "	"	O
3	Aug 2nd	2nd Robt Gordon	" "	Drunk & Disorderly	
4	"	4th Alex. Thompson	"	"	D
5	"	5th "	U. S. Marshal	"	Pet
6	"	21st Abraham Lowe	M. Police	"	as
7	Sept 4th	22nd Wm White	"		Fi

[Form No. 137.]

NITED STATES CONSULATE GENERAL AT SHANGHAI CHINA.

m the First day of July to the Thirtieth day of September 1882, inclusive.

	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF FINE IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.						APPEAL.
					Marshal.	Clerk.	Court.	Associates & Witnesses.	Interpreter.	Total.	
Hill	In Equity	For Plaintiff		53.90	21.00	14.90.		18.00		53.90	
bot	Contract	"		6.50		6.50				6.50	
Bell				10.20		10.20				10.20	
nau	"	"		14.80	6.00	8.80				14.80	
Smith	"	"		10.80	5.00	5.80				10.80	
	"	Dismissed		No charge.						—	
	Criminal										
ssault	Writ of Habeas Corpus	For Defendant		22.50	9.00	13.50				22.50	
ision	Assault & Battery	Fined & Costs	$20.00	35.00	11.00	1.00		3.00		35.00	
	Summiary Court.										
known	Charge	Returned on									
Police	Desertion	board ship &c.		17.00	5.00	12.00.				17.00	
"	"	Ordered Baxter		8.00	7.00	1.00				8.00	
"	Drunk & Disorderly	10 days jail									
"	"	Discharged		None.							
rshal	"	Returned to ship as a deserter.		5.00	4.00	1.00				5.00	
ice	"	Discharged		None.							
		Fined $5 & costs	$5.00	9.00	3.00	1.00				9.00	

G Schufeldt

Marshal of the U.S. Consular Court.

Shanghai China

No. 34

Mr.

Subject :-

No. 345] October 3rd 1882 United States Consulate General at Shanghai,

Mr. Chisholm Vice Consul General in chge. to the State Department.

Subject:—

DEPARTMENT OF STATE
NOV
9
1882
RECEIVED

ABSTRACT OF CONTENTS.

With reference to Mr. Stevens #54.

No. 345

United States Consulate General,

Shanghai, October 3rd 1882

Sir,

Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

I have the honor to transmit herewith despatch No 54 of date Ningpo September 30th in reference to his ordering the release of Alexander Sutter, William McKenzie and Thomas See, who were sentenced by him to three months imprisonment in the American Prison for assault in China at this port. For assault, he states that "Mr. F.D. Cheshire Vice Consul Gutzlaff charge kindly notified me on September 9th that there was an opportunity of shipping him (Mac Kenzie) on the Allen McNeil for New York, and advised me that

" that it would be the best thing
" to do, and thus get rid of a
" man who in all Probability, if
" kept here, Prove only an expense."

I think it well to explain to the Department in order to avoid any misunderstanding as to my action in the matter, that I addressed Mr. Stevens in the sense above stated, after he had informed the prisoner personally in the American Jail for consular at this port, that he had decided to release him, and had written to me about his release.

I am Sir,

Your obedient servant

J. C. Cheshire

Vice Consul General in charge

Ask Mr O'Connor
Mon decide

No. 346] October 16th 1882 United States Consulate General at Shanghai,

Mr. Oliverius Vici Consul General. in charge to the State Department.

Subject:— Encloses a letter from Thos. N. Sherlock.

ABSTRACT OF CONTENTS.

Judge Connor
ac by
Dec 19/82

Asking information about taking
a Chinese servant to America.

Copy to
Treasy Dec 19/82
Thomas

Negative Reply from Treasy
Dec 27 sent Jan 6/83

No. 3

Hon.

ir,

No. 346.

United States Consulate General,

Shanghai, October 16th 1882

Hon. Henry A. Adee

Third Asst. Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose a copy of a letter addressed to me by Thomas R. Sherlock Esquire wherein he solicits information as to whether he would be allowed under the new Chinese Immigration act to take a Chinese Wet nurse with his family to the United States.

As it is a new question, I shall be glad to have any opinion from the State Department

I have the honor to be,

Sir.

Your obedient servant

Your obedient servant

J. B. Cheshire

Vice Consul General in charge

Enclosure

A letter from Thos. R. Wheelock Esq.

"Copy"

Shanghai Oct 16th 1882

F. D. Cheshire Esq
Actg. Consul General for the United States.

Dear Sir:

As it is my intention to proceed to the United States with my family early next year, and as it will be necessary for me to take a Chinese Wet-nurse for one of my children. I shall be glad if you will inform me whether there is anything in the present law which will prevent my doing so. I have not yet decided by which route I shall go, whether via San Francisco or Europe, in the latter case I shall land at either Boston or New York.

Should you not be in a position to give me the desired information, will you

you kindly obtain same from the Department at Washington.

Your obdt servant

(Signed) Thos. R. Wheelock

DEPARTMENT OF STATE
NOV 17 1882
RECEIVED

ac Dec 19th Hanna

St Clair

No. 347] October 18th 1882 United States Consulate General at Shanghai,

Mr. Cheshire Vice Consul General in charge to the State Department.

Subject: Acknowledges receipt despatch No 133.

ABSTRACT OF CONTENTS.

Copy to Mr Hagan & E. Bottstor, Maine Nov 18 82 Hanna

With reference to the final settlement of the Estate of Andrew A. Hagan (deceased)

No. 34

Hon.

Sir,

No. 347

United States Consulate General,

Shanghai, October 18th 1882

Hon. Abbey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have had the honor to receive the Departments despatch № 133 of date August 23rd 1882, addressed to Mr. Consul General Denny, calling for certain information in reference to the Estate of Andrew A. Hagan. In reply I beg to enclose a copy of Mr. Bailey's despatch and enclosure which Mr. Denny doubtless referred to in his № 306. The personal effects left by deceased, alluded to in Mr. Bailey despatch to the Judge of the U.S. District Court for the Southern District of New York

New York were sold to pay the
only bill on record in this office
against the Estate, which was
presented by Eudow a Chinese
tailor for $24.00.

I have the honor to be
Sir:
Your obedient servant
T.D. Cheshire
Vice Consul General in charge

Enclosures
No 1 Copy of Mr Bailey letter to the Dept
No 2. " " " " Judge
of the U.S. District Court for the
Southern District of New York

"Copy"

No 11925.

United States Consulate General
Shanghai Dec. 31st 1878

To.

Judge of the U.S. District Court
of the Southern District of New York

Sir:

I have to report to you the death of
Andrew Hagaud, 2nd Mate of the Am.
Ship "Golden State" of New York. Delano
Master, who died in Shanghai, at the
Hospital of Colera on the 25th of October
last. Capt Delano in reporting his
death deposited with me the sum of
ninety six 99/100 dollars ($96.99) which
was the balance of wages due him
according to Sec 4534 U.S. Revised
Statutes (1884). I enclose a draft
for $84.06 which is the proceeds of

of said £96.99 to you. Hagan has left a Mother residing at East Boothbay Maine, to whom I have communicated the information of her sons death. I also hold some personal effects of his, consisting of clothing &c. which I think it better to keep till I hear from his relatives.

I have the honor to be
Your obedient Sevt.
(Signed) David H Bailey
V. Consul General

Copy

No 35. United States Consulate General

Shanghai Dec 31st 1878

Hon Charles Payson

Third Assistant Secty of State

Washington D.C.

Sir:

I have the honor to inclose herewith a letter under flying seal directed to the Judge of the United States Court for the Southern District of New York, and I have to ask you to kindly forward the same.

I have the honor to be

Sir

Your obedient servant

(Signed) David H. Bailey

Vice Consul General.

Omaha Nebraska Oct 27. 1882.

Hon Frederick T Frelinghuysen
Secretary of State

Sir:

I have the honor to enclose "Inventory of Property belonging to John C Myers Esq in use at the Shanghai Consulate received by J. Stahel U. S. Vice Counsul General in 1871."

This property was in use in the Shanghai Consulate under Hon George F. Seward and was sold to me by him in May 1876. I retired from the office of Consul General at Shanghai China in July 1877 having been relieved by Mr. O. B. Bradford who offered me less than one-half the amount demanded and paid to Mr. Seward which offer I declined to accept. Bradford continued to use and hold possession of the property up to the time of his conviction and imprisonment for felony, and was my immediate successor in office. Hon G. Wiley Wells succeeded Bradford who held the office only for a brief period and was succe

led by General Julius Stahel and shortly afterwards by
Mr. Baily and soon afterwards by Mr. Denny, present inc
imbent. All these gentlemen were appointed by Mr Evarts. I
am informed by the gentlemen authorized to collect my claim
a resident of Shanghai that by reason of the many and
rapid changes in the office at Shanghai none of these
officers had time to or thought proper to discharge the
claim although they have all of them enjoyed its use and
so continue to enjoy its use to the present moment not
even paying rent.
I would further respectfully point out that a claim substa
antially similar was allowed and paid to Hon George
F. Seward. His claim differs only in the fact that while a
portion of my property consists of part of the realty of
the Consulate building owned by the United States
Seward's claim was chattle property some of it being fu
niture not used in any respectable business office in Am
ica China or Japan. Permit me to state further that
Gen. Stahel's Inventory was suppressed by Bradford
It was found by Mr. Wells together with several other
Official documents abstracted feloniously from the
Consulate. I had not seen Stahel's inventory until a few
The property of the citizen cannot be held and used

by the Government without Compensation. I respectfully ask that I may be allowed and paid the value of the property as stated by Gen. Stahel and also rent for the same for the time so used and held at the rate of ten dollars per month.

All of which is respectfully submitted.

John C. Myers.

Ex Consul General

Shanghai China.

Inventory of Property belonging to John C. Myers Esq.

		$.	¢
1	Map of Asia	5.	00
1	Office stove and fittings complete	12.	00
4	fenders and 4 sets fire irons	20.	00
6	two burner gas pendants and globes.	33.	00
9	Gas brackets and globes.	114	50
1	hall lamp and globe	10.	00
1	Gas pendant and globe	1	50
1	two burner, gas pendant + globes	6	00
3	Gas brackets + globes	4	50
6	High backed Cane seated Chairs	12	00
1	Large official sedan chair (new + complete)	90	00
4	suits uniform clothes for Chair bearers	20.	00
4	" oiled clothing " " "	4	00
4	Uniform hats	6.	00
	Total.	$238.	50

Received the above property on this the day of 187

J. Stahel
Vice
U. S. Consul General.

Denny
Ky mtch 81

Claim of John C Myers, late Consul General at Shanghai, for pay for property belonging to him, in use at the Consulate General since Sept. 16, 1878.

Consular Bureau Feb. 12-83.

A copy of Mr Myers' letter & inventory was sent on Nov 2, '82 to Vice Consul General Cheshire, for report. He states in reply, (Feb 3rd) that all the property claimed by Mr Myers was turned over to Mr Bailey as private property - & that it must have been merged in the general inventory of Govt property during Mr Bailey's term, as there is no record of its having been handed over to Mr Denny as Mr. Myers' property. With the exception of the Sedan chair, which was very old & worthless when Mr Denny took charge, & was afterward repaired for the Interpreter, & the uniform clothing, oil clothing & uniform hats, which are all worn out, all the articles are in use & included in the Inventory of Govt property at the Cons. Genl.

(over)

The Map, stoves, fender & fire irons & the gas fixtures & globes are not furnished by the Dept't to Consulates.

The chairs, sedan chair, clothing chats - valued at $132., should be paid for -

Mr Myers' claim for rent of this property at the rate of $10 per month amounts now to $530.

I recommend that the original value of the stuff be paid to Myers = $238.50 & that the claim for rent be rejected.

F. O. Flelais

Approved:

A. A. Adee

Feb. 14. 1883.

Ack Dec 14/82
Kenna

Dispatch

No. 348] November 2nd 1882 United States Consulate General at Shanghai,

Sir: Charles Pieri Consul General. in charge to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Acknowledges receipt of Department Circular Letters.

No. 348

United States Consulate General,

Shanghai, November 2nd 1882

Hon. W. Hunter

Acting Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of the Department Circular letters dated September 5th and 13th respectfully, and shall take great pleasure in complying with the requests contained therein.

I am Sir

Your obedient servant

J.B. Chenhir

Vice Consul General in charge

A. A. for examination by Mr. O'Connor.

No. 349 November 6th 1882 United States Consulate General at Shanghai,

Mr. Chushin Vice Consul General in charge to the State Department.

Subject:— This is a primary individual bill of Customs Bill & has information the Department already knows all about

DEPARTMENT OF STATE DEC 14 1882 RECEIVED

ac Dec. 19/82 Hsmr

ABSTRACT OF CONTENTS.

No action by Consul called for ack & file

For a full report of the hearing of the Civil Case Charles Eugene Hill vs. Elizabeth Adams Hill in the United States Court at this port.

No. 349

United States Consulate General,

Shanghai, November 6th 1882

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to inform the Department that, at the special request of the petitioner Charles E. Hill, I have forwarded by this mail under separate cover a pamphlet containing a full report of the hearing of the Case between

Charles Eugene Hill

versus

Elizabeth Adams Hill

in the United States Consular Court at this port.

I am, Sir,

Your obedient servant

J. H. Cheshire

Vice Consul General in charge

In the United States Court for the Consular District of Shanghai, China.

Between **CHARLES EUGENE HILL**, *Petitioner,*

AND

ELIZABETH ADAMS HILL, *Defendant.*

REPORT OF HEARING.

Before OWEN N. DENNY, Esq., Consul-General, Acting Judicially,

AND

D. E. WELD and
W. H. MACOMBER } *Assessors.*

10th, 12th and 18th August, 1882.

This 10th day of August, 1882, was the day fixed for the hearing of this suit.

The Petitioner appeared in person, and by his Counsel Mr. R. E. WAINEWRIGHT.

The Defendant made no appearance either personally or by Counsel.

Mr. WILLIAM MACFARLANE was sworn as the Official Shorthand Writer in the case.

Plaintiff's COUNSEL said that this was a suit instituted on behalf of his client, harles Eugene Hill, with the view of procuring the transfer into his own name, for his use, as is sole and absolute property. of certain land and buildings situate in the French Conces-ion, at Shanghai, which at present stood registered in the name of his (the Plaintiff's) ife, the Defendant, Mrs. Elizabeth Adams Hill,

COUNSEL then read the Plaintiff's Petition, as follows:—

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI.

Between CHARLES EUGENE HILL, *Petitioner,*

AND

ELIZABETH ADAMS HILL, *Defendant.*

To

OWEN N. DENNY, ESQUIRE,

Consul-General of the United States for China,

Acting as Judge at Shanghai.

The Petition of the above-named Plaintiff shews to this Honourable Court as follows, namely :—

1.—The Plaintiff is a citizen of the United States but has for many years past resided in China and now resides in Shanghai.

2.—On the 10th day of September 1862 the Plaintiff was married at Shanghai to the Defendant then Elizabeth Adams of the State of New York in the United States and there is issue of the said marriage still living one child only, a boy, who was born in the month of July, 1865.

3.—No settlement or agreement for settlement was made or entered into prior to the said marriage. The Plaintiff has not at any time received or become entitled to any property of any kind from or in right of or on account of the Defendant.

4.—In the month of November 1862 the Plaintiff in concert with certain other persons hereinafter mentioned purchased from native owners a piece of land situated in the French Concession of Shanghai aforesaid and measuring two *mow* six *fun* two *li* and seven *haou*, and the said land was transferred at the French Consulate at Shanghai aforesaid to the firm of Remi, Schmidt & Co. as Trustees for the purchasers.

5.—In the month of January 1863 the Plaintiff in concert with the said other persons referred to in the last preceding paragraph purchased from native owners a certain other piece of land situate in the French Concession aforesaid and measuring eleven *mow* one *fun* eight *li* and one *haou* and the same was transferred at the French Consulate aforesaid to James T. Doyen as Trustee for the purchasers.

6.—In the month of June 1863 the Plaintiff in concert with the said other persons purchased from native owners a certain other piece of land situate in the French Concession aforesaid and measuring two *mow* seven *li* and eight *haou* and the same was transferred at the French Consulate aforesaid to the said James T. Doyen as Trustee for the purchasers.

7.—By deeds dated 3rd and 27th days of July 1863 the said James T. Doyen transferred to Matthew Tyson Yates one undivided third share and to James Oliver Pendleton the remaining two undivided third shares of the said property mentioned in the Fifth paragraph of this Petition, the said James Oliver Pendleton being as to one of the said two third shares so transferred to him a Trustee for the Plaintiff by whose direction the said transfer so far as it affected such last mentioned third share was made.

8.—By deed dated the 17th day of December 1863 the said James Oliver Pendleton in the consideration of the sum of Tls. 3000 Shanghai Sycee expressed to be paid to him by the said Matthew Tyson Yates for and on account of the Defendant conveyed unto the said Matthew Tyson Yates his heirs and assigns one undivided third part of the piece of land mentioned in the last preceding paragraph hereof with the appurtenances to hold to the said Matthew Tyson Yates his heirs and assigns for ever, in trust, First, for the Defendant during her life and in case of the Plaintiff's death then so long as she should remain his widow, to receive an

pay over to her the net profits of the said property for her sole and separate use; Second, upon the death or re-marriage of the defendant then in trust for any child or children of the Plaintiff born of her the Defendant and his her or their heirs and assigns for ever; Third, upon the death or re-marriage of the defendant leaving no issue of her marriage with the Plaintiff then in trust for the Plaintiff his heirs and assigns in fee simple for ever and to convey the same to him or as he should direct, and the said conveyance was duly acknowledged before the United States Consul for the time being in Shanghai.

9.—No money passed or was intended to pass upon or in respect of the execution by the said James Oliver Pendleton of the said last mentioned deed and the said Matthew Tyson Yates never accepted the trusts declared and reposed in him by the said deed and has never acted in the matter of the trusts thereby declared and the said deed was never registered or recorded at the French Consulate at Shanghai aforesaid and it has in fact always been treated as void and of no effect.

10.—On the 31st day of May 1864 the land mentioned or referred to in paragraphs Four and Five hereof was in the proper books kept for that purpose at the French Consulate aforesaid transferred by the said Remi, Schmidt & Co. and by the plaintiff acting for the said James T. Doyen as to one undivided third part thereof to the said Matthew Tyson Yates as to the one other undivided third part thereof to the said James Oliver Pendleton and as to the remaining undivided third part thereof to the Defendant.

11.—On the 5th day of September 1864 the land and premises mentioned or referred to in paragraph Six hereof was in the books aforesaid transferred by the plaintiff acting for the said James T. Doyen as to one undivided third part thereof to the said Matthew Tyson Yates as to one other undivided third part thereof to the said James Oliver Pendleton and as to the remaining undivided third part thereof to the Defendant.

12.—At the time of making the said purchases hereinbefore mentioned the Plaintiff was desirous of making provision for himself and the Defendant and any children they might have and to protect himself and them from the consequences of possible business reverses and with that object he desired and sought to have his said share in the said property registered in the name or names of some person or persons to be held by him or them upon trusts to be recorded upon the said French Consulate Register, but owing to the rules then in force at the said Consulate he was unable to carry out his wish in this respect and ultimately the said property was by the Plaintiff's direction registered (as before stated) in the name of the Defendant. By causing the said property to be so registered the Plaintiff did not intend to and did not in fact give the said property to the Defendant but he simply constituted her a Trustee for himself for the purposes aforesaid.

13.—At the time when the property was so registered as aforesaid the Plaintiff was engaged in a flourishing and lucrative business and was entirely free from debt and the said property was not so registered with a view to defraud creditors or for any fraudulent purpose whatever.

14.—In the month of May 1874 the Plaintiff purchased another undivided sixth share in all the said property and such sixth share was for the purposes aforesaid transferred in the said French Consulate Register into the name of the Defendant who thereupon became the registered holder of one undivided moiety or half part of the said property. Upon the occasion of such transfer the Plaintiff signed the entry upon the said Register for and on behalf of the Defendant.

15.—In the month of May 1874 the Plaintiff in the name of the Defendant and in conjunction with the other persons then registered as owners of the property hereinbefore mentioned purchased from the native owner a certain other piece of land situate in the French Concession aforesaid and measuring six *fun* two *li* and seven *haou*, and the said last mentioned piece of land was for the reasons mentioned in paragraph Twelve hereof and by order

of the Plaintiff transferred at the French Consulate aforesaid as to one undivided moiety thereof to the Defendant. Upon the occasion of such transfer also the Plaintiff signed the entry upon the said Register for and on behalf of the Defendant.

16.—In the month of August 1876 a portion of the said property containing eight *li* and six *haou* was sold and transferred by or on behalf of the registered holders thereof to the Municipal Council of the French Concession aforesaid for the purpose of widening certain public roads. The share of the purchase money attributable to the interest in the said property registered in the name of the Defendant was by direction of the Plaintiff laid out in building upon the remaining portion of the said property.

17.—The residue now remaining unsold of the said several properties so purchased as aforesaid when taken together is bounded on the North by property of the said Matthew Tyson Yates, S. Carpenter and C. Lemaire, on the South by the City Moat, on the East by property of Yang Ta Kee registered in the French Consulate books in the name of J. J. Keswick, and on the West by the Rue du Moulin, and is now held under deeds or instruments of sale registered in the books kept for the purpose at the Consulate General of France at Shanghai under the numbers 25 and 28 of the year 1864 number 100 of the year 1874 and number 165 of the year 1877.

18.—Since the purchase of the said property hereinbefore mentioned houses and other buildings have been erected thereon the cost of such erection being paid in part by moneys furnished by the Plaintiff and by the owners of the other undivided shares in the said property and in part by moneys derived from the rents and profits of the said property.

19.—In the month of April 1877 the Defendant at the request of the Plaintiff caused to be transferred in the said Register into the name of the Plaintiff an undivided fourth share in the said property by reason whereof the Defendant now remains the registered holder of one undivided fourth share in the said property and no more.

20.—In the year 1870 the Defendant left the Plaintiff who was then in China and returned to the United States and she has ever since positively refused to return to China or to live and cohabit with the Plaintiff although he has repeatedly requested and urged her to do so and has furnished her with ample means to join him and moreover has on three several occasions at great expenditure of time and money visited the United States for the sole or principal purpose of inducing her to return to China and to resume her relations and duties towards him as his wife.

21.—From the time of her leaving China as aforesaid down to the month of February 1878 the Defendant alleged as the only reason for her conduct hereinbefore mentioned her disinclination to live away from her mother and her own family friends and her dislike of and refusal to bear children.

22.—In the month of February 1878 the Plaintiff visited the defendant at Bridgeport in the State of Connecticut and strongly urged her to return with him to China and told her (as was the fact) that he had engaged the passages of themselves and their child by the steamer leaving San Francisco on the first of the following month of March, and also told her that if she still refused to return to China with him he must exert his rightful authority and compel her to return. A few days afterwards the Plaintiff was served with notice that the Defendant had commenced proceedings against him for a divorce upon the ground of adultery, such proceedings having been commenced on or about the 12th day of February 1878 in the Supreme Court of Fairfield County in the State of Connecticut.

23.—By the Decree the said Court made in the said proceedings on the 24th day of December 1879 the said Court found that the allegations made by the Defendant in her petition for a divorce were untrue and the petition was dismissed.

24.—Since the said last mentioned date the Defendant has by frivolous and vexatious litigation and in other ways done all in her power to harrass and annoy the Plaintiff

and has put him and will put him to heavy expense thereby.

25.—Down to the month of April 1879 the proportion of the rent and profits of the said property appertaining to the share or interest in the said property for the time being standing registered in the name of the Defendant or the residue of such proportion of rents and profits after providing for repairs and improvements was paid by direction of the Plaintiff sometimes to himself and sometimes to the Defendant but under or by virtue of Orders of this Honorable Court made on the 26th day of April 1879 the 1st day of April 1880 and the 20th day of August 1880 or of some or one of such Orders such proportion of rents and profits or such residue thereof as aforesaid has since the said month of April 1879 been paid to the Plaintiff.

26.—In addition to the income which she has derived from the said property the Defendant has from time to time since her said marriage received from the Plaintiff divers sums of money to in the aggregate a large amount and she has throughout had ample means of support both for herself and for her said child and she ought now to be and so far as the Plaintiff knows now is in possession of money and other property to a considerable amount but she has repeatedly refused and still refuses to give to the Plaintiff any account of the property which she has received or of the property which she now holds.

27.—The Plaintiff is now urgently in need of the said undivided share or interest of and in the said property in order to satisfy certain claims against him.

The Plaintiff therefore humbly prays :—

That it may be declared that he is entitled to have the said undivided share or interest of and in the said property mentioned in this petition and now registered in the name of the Defendant tranferred to him to hold as his sole and individual property and that some person may be appointed by the Court to transfer the same accordingly.

And that he may have such further or other relief as the nature of the case may require and as to Your Honorable Court may seem met.

(Signed) CHARLES EUGENE HILL.

Subscribed and Sworn to at Shanghai, Empire of China, this 27th day of March A.D, 1882., before me.

(Signed) O. N. DENNY,
Consul-General, Acting Judicially.

Plaintiff's Counsel then said that the Court would notice that in November, 1862, a purchase of land was made by the Plaintiff and certain other persons, and that it was registered at the French Consulate. The purchase was from natives, and it was registered in a French name—the name of Remi, Schmidt & Co.—and it was so registered that they might hold it as trustees for the purchasers. In January 1863 a further purchase was made of a larger lot, also from native owners, and this was registered in the name of James T. Doyen. In June, 1863, another purchase was made, and that was also from native owners, and was also registered in the name of James T. Doyen. The registration of these lots of land in the names of Remi, Schmidt & Co., and Doyen, would be shown to have been brought about by a regulation in force at that time at the French Consulate, that they would not register any land except in the name of a French subject. Thus there were three lots of land purchased

by several people, of whom the Plaintiff was one, and registered at the French Consulate in the names of persons who passed as French subjects. Then they came, as far as regarded the second of these purchases, to what he might call an abortive attempt to settle it, or rather a portion of it, the interest of the plaintiff, by deed. There was an attempt made to settle that, through a trustee, upon the defendant, giving her a life interest, and subsequent interests to her child and to the plaintiff. That deed, as the petition stated, and as would be proved to them, was a dead letter from the time it was executed, and was never carried out; and as one proof of that, in 1864 the lot of land which was attempted to be settled, was, together with one of the other lots of land adjoining, transferred from the names of Remi, Schmidt & Co. and Doyen, (the Plaintiff acting as Doyen's attorney) as to one undivided third part to Dr. Yates, as to one undivided third part to James O. Pendleton, and as to the remaining undivided third part to the Defendant, Mrs. Hill. This transfer to Mrs. Hill was made by direction of the Plaintiff, and he would tell them why he gave that direction. In September of the same year, the third lot purchased was transferred by the Plaintiff, as attorney for Doyen, to the same people—one-third to Dr. Yates, one-third to Pendleton, and one-third to the Defendant. In May, 1874, there was a further purchase of a small piece, and the French Consulate regulation having by that time become a dead letter, it was transferred direct to the parties, as to a half interest in it to the Defendant Mrs. Hill, by direction of the Plaintiff, who paid the money for it. These were the four purchases of land. At about the last mentioned date the Plaintiff purchased an additional interest in the pieces of land purchased in 1862 and 1863, and also had that interest transferred to his wife, and she thereupon became the owner of an undivided half share in the whole of the property.

Having concluded the reading of the petition COUNSEL proceeded to say that that was the formal statement of the Plaintiff's case. The previous proceedings in connection with the property had all had for their object the dealing with the income of the property merely. As stated in the petition, the Court had, first in April 1879 and lastly in August 1880, made orders under which the Plaintiff had been put in possession of the rents and profits of the property. The last order made, it was true, gave Plaintiff the rents and profits as trustee for his wife, but what he (Counsel) wished to point out was that all the previous applications in connection with the property had been applications relative to the income, and none of them had been applications with reference to the property itself.

The COURT—The question of the title was not gone into.

Plaintiff's COUNSEL replied that it was not, at any greater length than was necessary for the purposes in view, and that in none of these cases had the Plaintiff given any evidence as to the history and position of the property. Now they came to ask the Court to decree that Mrs. Hill had no beneficial interest in the property, and that the property belonged beneficially to the Plaintiff, her husband; and they come to ask the Court to make such an order as would enable them to apply at the French Consulate for the transfer of the property into the name of Mr. Hill or his nominee.

The COURT—For himself?

Plaintiff's COUNSEL—For his own use. He (Counsel) did not propose to go into the authorities and discuss the law exhaustively in the first instance, because he thought that it would probably be more convenient if he took the evidence first and then refered to the authorities and the principles laid down in them and pointed out how they applied, but he would briefly sketch out what his argument would be and the grounds upon which he was going. The first question, of course, was the question of the jurisdiction of the Court over the Defendant. The petition, as his Honor was aware, was by an order of the Court made on the 28th March, 1882, served on the Defendant by the delivery of a copy to her personally, and she had made no written answer, although she was ordered to file such answer within sixty days after service. The day appointed for the hearing had been afterwards postponed

by an order of the Court. It was unnecessary for him to do more than remind the Court of the order for service and answer, because the Court had thereby already taken jurisdiction over the Defendant, and, of course, he was bound to assume, upon good grounds. He should give in evidence an affidavit showing that the petition had been served upon the Defendant personally; that it had been delivered into her own hands in ample time to allow her to appear there that day if she thought fit to do so; and she had not appeared and had not put in any answer to the petition, and therefore the proceedings had to go on without her. As regarded jurisdiction, he took it that the jurisdiction of the Court was founded upon Section 4085 of the Revised Statutes. Section 4083 invested Ministers and Consuls of the United States with certain powers conferred by the Treaties with China and certain other countries; Section 4084 defined the jurisdiction in criminal cases; and Section 4085 defined the jurisdiction in civil cases. That section covered an action of this kind. The Plaintiff was seeking to enforce a right relating to land which was situated within the jurisdiction of that Court, and based his claim upon transactions which had taken place within the jurisdiction of that Court. The transfers of the land had been made within the jurisdiction of the Court, and the Defendant, according to law, ought to be within the jurisdiction of the Court. The Plaintiff, who claimed the land, was here, and the contract arose here; and the defendant had gone away for her own purposes and against Plaintiff's will, and it would be very inequitable to drive him in order to enforce rights of this kind to follow her wherever she chose to travel. The additional regulation made by the United States Minister in 1881 provided for proceedings where the defendant had removed or was absent from the Empire of China, and in such a case where the Court was satisfied that a good cause of action existed against the absent party, the Court could make an order that service of the petition should be made by publication of the same. In this case the Court had not gone so far as that. The Court had directed a mode of service of which the Defendant could not possibly complain, namely, personal service. If the Court had power to cirect service by advertisement, the Court was entitled to direct personal service. He took it, therefore, that there was no doubt whatever that the Court had jurisdiction over Mrs. Hill, under the Revised Statutes and this additional Regulation.

The COURT—There is no doubt on that point. The property is here within the jurisdiction of this Court, and within the jurisdiction of no other; and personal service having been effected I think there is no doubt of the jurisdiction of the Court.

Plaintiff's COUNSEL continued that then they came to the consideration of the question of what law was to govern the case. Now there of course, as his Honor would anticipate, he should refer to the 4086th Section of the Revised Statutes, with which his Honor was abundantly familiar, and which laid down that jurisdiction in both criminal and civil matters was to be exercised in conformity with the laws of the United States, and in cases were such laws were not adapted to the object or were deficient in the provisions necessary to furnish suitable remedies the common law and the law of equity and admiralty were to be extended over Citizens of the United States in China. The laws of the United States, there was no doubt, were the Acts of Congress, which were Federal laws, as distinguished from State laws, and it was clear that no Act of Congress supplied a remedy for a case like the present. They had therefore to fall back on either the Common Law or the Law of Equity. Here he would draw attention to another section, the 723rd, of the Revised Statutes, which perhaps might be applied indirectly to the Courts in China. That section provided that suits in equity should not be sustained in either of the Courts of the United States in any case where a plain, adequate and complete remedy might be had at law. No doubt the Courts referred to were the Circuit Courts and the District Courts, but he thought that the section afforded some indication that in Courts in China the Common law where it was applicable was to be preferred to the law of equity.

The legislature, he submitted, had made the Common law in the first instance the test whichwas to be applied to cases coming within the jurisdiction of these Consular Courts in China and other places similarly situated, and thus it was to the Common law that they had to look in dealing with the present case. What the Common law was, as distinguished from the rules of equity had been laid down by his Honor in the judgment which he delivered on the 20th August, 1880, in the suit of Hill *v.* Yates. His Honor then stated what he conceived to be the Common law that was meant, and he would merely refer his Honor to that as his own considered opinion, with which he (Counsel) most respectfully agreed. Therefore, his first contention was that this case was to be decided according to the principles and rules of Common law as interpreted by his Honor; and then under the authorities which he would cite, he would show that according to Common law this property belonged to the Plaintiff and not to the Defendant, and that any attempted gift of the property to her, even assuming that there was a gift, was nugatory and void, and that the Plaintiff was entitled to resume possession of the property at any time he pleased. He would of course endeavour to show, by the evidence which he would bring before the Court, that there never was a gift of this property by the Plaintiff to the Defendant, and he hoped to prove this to the satisfaction of the Court. As regarded the Common law, he would show by authorities that the Defendant could not hold this property as against her husband, and that the latter was entitled to it beneficially, he having been the purchaser of it, there being no antenuptial settlement or agreement for a settlement, and he having done nothing to divest himself of it except having it registered, for certain purposes of his own, in the name of his wife. He would not rest the case there, however, but would go further; and he thought he should be able to satisfy the Court, that leaving the Common law aside, even according to the rules and principles of equity the Defendant had no right to this land, and that it was the property of the Plaintiff. That would be the next branch of his argument, and lastly to complete it he would show and satisfy the Court that in dealing with the property the Court was absolved from any necessity for considering what provision should be made for the Defendant out of this property or otherwise. He would satisfy the Court, he thought, that under the circumstances the Court was entitled to disregard the Defendant altogether, as far as regarded maintenance, or any allowance, or alimony either in connection with the property or in any other connection, and that she had forfeited by her conduct all claim on the Plaintiff for support. A good deal of the evidence would be found to be directed to that point, because a Court of Equity might, under the circumstances, decree that the Plaintiff was entitled to the property and that the Defendant should hand it over to him, and at the same time think it necessary to make provision for the Defendant out of the property or otherwise. He thought he should be able to satisfy the Court that the facts were sufficient to relieve the Plaintiff of all responsibility whatever to provide for the Defendant, and also that she was amply provided for in other ways, and that there was not even a sentimental grievance so far as she was concerned. That was his legal position, and he would deal with the authorities in support of it in summing up. He would now proceed with the evidence in the case. He then asked to have the service of the petition put on record.

The Court—It appears sufficiently that Mrs. Hill, the Defendant, has not put in an appearance and that she has been duly served.

Plaintiff's Counsel—It ought to be part of the record of the case on file.

The Court—It will be stated in the minutes that the Plaintiff appeared personally and by Counsel, and that the Defendant failed to appear either by person or otherwise.

Plaintiff's Counsel then put in the following documents as evidence of the service of the Petition and notice of hearing upon the Defendant:—

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI, CHINA.

Shanghai, 28th March, A.D., 1882.

Between CHARLES EUGENE HILL, *Plaintiff*,

AND

ELIZABETH ADAMS HILL, *Defendant*.

Upon the application of the Plaintiff this Court doth order that the Petition hereunto attached be served upon the Defendant by delivering a copy thereof with a copy of this order to the Defendant personally or by leaving such copies at the usual place of abode in the United States of the Defendant and that the Defendant be and she is hereby notified to make her written answer to the said Petition upon oath and to file or cause to be filed such answer in this Court within sixty days after service of such copies. And this Court doth further order that the hearing of this cause be set for Friday the 21st day of July, A.D., One thousand eight hundred and eighty-two.

Given under my hand and the seal of the Consulate-General at Shanghai the day and year first above-written.

(Signed) O. N. DENNY,

[Seal of the Court.] *U. S. Consul-General, Acting Judicially.*

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI, CHINA.

Between CHARLES EUGENE HILL, *Plaintiff*.

AND

EIZABETH ADAMS HILL, *Defendant*.

United States of America, State of New York, Onondago County.

JAMES A. McCORMICK being duly sworn deposes, and says :—That he is twenty-nine years of age, a resident of the City of Syracuse, County of Onondago, in said State of New York.

That on the Ninth day of May One thousand eight hundred and eighty-two at Number 81 E. Fayette Street in said City of Syracuse, he personally served the annexed Order and Petition on Elizabeth Adams Hill, the Defendant in the above-entitled cause, by delivering a duplicate thereof to her personally and leaving the same with her.

And that he knew the person so served as aforesaid to be the person mentioned and described in said Order and Petition as the Defendant in said cause.

(Signed) JAS. A. McCORMICK.

Subscribed and sworn to before me
this 9th day of May, 1882.
(Signed) A. A. SCHENCK,
Notary Public in & for Onondago, N.Y.

[Notarial Seal.]

STATE OF NEW YORK, ONONDAGO COUNTY CLERK'S OFFICE.

I, WILLIAM COWIE, Clerk of said County, and of the Supreme and County Courts therein, which are Courts of Record, do hereby certify, that A. A. SCHENCK,, whose name is subscribed to the Jurat of the annexed instrument, was, at the time of taking such proof or attestation, a Notary Public in and for said County, and duly authorised to take the same, and that I am well acquainted with his handwriting, and verily believe the Signature to said Jurat to be genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of said County and Courts, at the City of Syracuse this 9th day of May, 1882.

(Signed) WM. COWIE,
Clerk.

[Seal.]

CHARLES EUGENE HILL, being sworn, deposed :—

Q.—You are a citizen of the United States ?

A.—I am.

Q.—Which is your State ?

A.—I was born in the State of Maine, and have a residence there now. I never have forfeited my residence there. I own property there, and have always paid taxes.

Q.—When did you first come to China ?

A.—I left the United States in 1859 and arrived here in the beginning of 1860.

Q.—Since your arrival in China where has your business lain ?

A.—I came out under contract with Messrs. Fogg & Co. and remained with them till 1862, when I joined Thomas Hunt & Co. I was afterwards with Jardine, Matheson & Co. up to the autumn of 1870, since which time I have been doing business with the Chinese Government and for myself, on my own account entirely.

Q.—You have been carrying on business in China, and nowhere else ?

A.—Nowhere else but China, since 1860.

Q.—When were you married to the defendant ?

A.—On the 10th September, 1862, at the Hongkew Church, by Bishop Boone, in the presence of the then Consul, Mr. Seward, and other friends.

Q.—Who was your wife, before marriage ?

A.—Elizabeth Adams, of Syracuse, State of New York. Her home at that time was 81 East Fayette Street, and she was living at the same place when the papers in this suit were served upon her.

Q.—When you married her, did you tell her that she was to live out here ?

A.—It was understood that she would have to live here.

Q —Did you tell her so ?

A.—I had told her so ; and in correspondence not only with me, but with Fogg & Co., she was told that the residence would be here. She corresponded herself with Mr. H. N. Twombly, and it was always understood that her residence would be here.

Q —You corresponded with her, and told her that ?

A.—Yes.

Q.—Did she come out here to marry you ?

A.—She came out for that purpose.

Q.—Alone ?

A.—She came alone, under the care of Captain Johnson, of the steamer "Fire Cracker."

Q.—What issue of the marriage has there been ?

A.—Twin sons, one of whom died. They were born in New York in July 1865. One died at Newchwang ; the other is still alive and with her.

Q.—Was any settlement, or agreement for settlement, made prior to your marriage ?

A.—No ; none at all ; none talked of ; none thought of, that I know of.

Q.—Did you, before your marriage, make any promise to your wife about provision for her ?

A.—No ; in no way more than that I had always informed her that I was in a position to support her well. Nothing beyond that passed ; there was no promise of a settlement.

Q.—Did she at any time, while she was living with you as your wife, ask you to settle anything on her ?

A.—She never did.

Q.—Have you ever since your marriage become entitled to any property in right of her?

A.—Not a dollar, in any way. Even the money for her outfit and passage, I sent her. I sent her money to pay her expenses before the marriage. I sent her $1,500.00

through Fogg & Co., to use to suit herself. She had unlimited credit at Fogg & Co.'s for any amount of money, as long as she could show accounts for it. That was before my marriage. In addition to that, I may be allowed to say, I have furnished her family with more than $30,000.00. Her father, at the time of his death, owed me $25,000.00.

Q.—That was before your marriage?

A.—Since.

Q.—We will go into that afterwards.—Where did you live first?

A.—It was arranged that we were to live at Fogg & Co.'s; but before her arrival I joined Thomas Hunt & Co. and we lived in their building, where the Central Hotel now stands.

Q.—Before she arrived, you joined Thomas Hunt & Co?

A.—Yes; and lived at the corner of the Nanking Road and the Bund.

Q.—What were you then?

A.—I was manager of that firm conjointly with Captain Robinet.

Q.—You lived in the building on the site of the Central Hotel, as it stands at the present time. That was your private house?

A.—Our store business and offices were below, and we lived above.

Q.—Was anybody living in the house with you at that time?

A.—Mr. Robinet, my partner, and our clerks.

Q.—Who were your clerks?

A.—Mr. Fred. Haskell, now connected with the China and Japan Trading Company; Mr. John Nolting; Mr. Endicott, now in Messrs. Butterfield & Swire's; Mr. Pendleton, who is dead; Mr. J. H. Vail, who has gone home; and Mr. Espantoza, now in Peru. These men were our clerks at the time. All the clerks lived there; we only had one mess.

Q.—Now, how long did that continue?

A.—It continued until we closed the business of the house; I think in the beginning of 1864, or some time in the summer of 1864. After that, when I moved, I went into a new house in Hongkew, in Jane Terrace.

Q.—In the summer 1864, the business of Thomas Hunt & Co. closed?

A.—Yes.

Q.—After you went to live in Hongkew, did Mrs. Hill still continue to live with you?

A.—She did.

Q.—Up to what time did she continue to live with you?

A.—She went away home in March 1865.

Q.—Had she been away in the interval?

A.—She had been to Nagasaki between three and four months in the summer of 1864.

Q.—Up to the time of her leaving for home, had you continued to live in Jane Terrace?

A.—Yes.

Q.—Why did your wife go home in 1865?

A.—She found that she was to become a mother, and she felt that she wanted to go home.

Q.—That was the reason she gave?

A.—Dr. Coghill advised her that in his opinion it was an unhealthy place for women to have children in, and that it would be better to go home. On that account, I changed doctors, and consulted Dr. Galle who said it was perfectly safe; but she was so imbued with the ideas of Dr. Coghill that she insisted on going home, for that reason and no other.

Q.—Did she go home?

A.—She went home in the American ship "Resolute," Captain Henry McGilvery, an old friend of mine. I knew him a long while before our marriage, and he was very intimate with us when he was here.

Q.—Now, in the interval before Mrs. Hill went home the first time in March 1865, you had made certain purchases of property?

A.—I had.

Q.—Have you got a record or memorandum of these purchases?

A.—I have an abstract, in English, of the French deeds. The deeds are in French, which I can't read.

Q.—What was your first purchase?

A.—The first purchase was a sale by native owners to Remi, Schmidt & Co., as per title deed 173, dated November 2nd, 1862.

Q.—Who were the buyers?

A.—Dr. Yates, Captain James O. Pendleton, and myself were the three parties.

Q.—You joined together and bought the property?

A.—Yes, in November 1862.

Q.—And whom did you buy from?

A.—From native owners.

Q.—What was the extent of the land?

A.—The first purchase was 2 *mow* 6 *fun* 2 *li* 7 *haou.*

Q.—Where was it situated?

A.—In the French Concession.

Q.—Now, when that land was purchased from the native owners, did you register it in any way?

A.—I went to the French Consulate and tried to register it in our names.

Q.—In the names of the three purchasers?

A.—Yes; but Mr. Edan, who was French Consul at the time, refused to allow me to register it. He would not allow Americans to buy land on the French Concession, as he said it would all be required for French citizens, who were the only ones entitled to it. I went to Mr. Schmidt, a friend of mine, of the firm of Remi, Schmidt & Co., and asked him to allow us to use his name in place of our three names, and he did so.

Q.—And was it registered accordingly?

A.—It was registered in Remi, Schmidt & Co.'s name.

Q.—In the name of the firm?

A.—Yes, in the firm name.

Q.—What is the number of the title deed?

A.—Number 173 in the books of the French Consulate.

Q.—Now, did you purchase any other land?

A.—Shortly afterwards we bought another piece. Dr. Yates did the purchasing from the natives owners; he was the man who did the broker work with the Chinese. This next purchase was in January, 1863.

Q.—Who were the purchasers?

A.—The same three parties.

Q.—Also from native owners?

A.—Yes.

Q.—Where was it?

A.—Adjoining the other lot, in the French Concession.

Q.—And how much?

A.—Eleven *mow*, one *fun*, eight *li*, one *hoau.*

Q.—Was it registered in the French Consulate?

A.—It was registered in the name of James T. Doyen. Mr. Doyen's father was a Frenchman who had gone to the United States, but never was a naturalized American. He (the son) came out here in connection with the Episcopal Mission as a school teacher. He

was very intimate with and was a personal friend of the French Consul, Mr. Edan.

Q.—Why did you get the property registered under his name ?

A.—Simply because the French Consul would allow him to register and would not allow me. He spoke French as well as English, and they would have received and recognized him as a Frenchman at any time, although he was recognized at this Consulate as an American.

Q.—What was the number of that title deed ?

A.—174.

Q.—What was the next purchase ?

A.—The next purchase was on June 25th, 1863, of land adjoining the other two pieces, measuring 2 *mow*, 0 *fun*, 7 *li*, 8 *hoau*, also registered in Doyen's name. That title deed is No. 16 in another book.

Q.—The same three persons were the purchasers ?

A.—Yes.

Q.—And it was registered in Doyen's name, for the same reason as the other ?

A.—Yes ; for the same reason.

Q.—What was the next transaction in connection with that land ?

A.—The next transaction was the transfer of this land held under title deeds Nos. 173 and 174, by Schmidt, acting as agent of Remi, Schmidt & Co., and myself, acting as attorney for Doyen, as to one-third to Dr. Yates, one-third to Pendleton, and one-third to the defendant ; and the deed by which that was done was No. 25 in the French Consulate. Before the last-mentioned transfer, the property covered by title-deed No. 174 was by deeds dated 3rd and 27th July, 1863, transferred by Doyen as to one undivided third share to Dr. Yates, and as to the remaining two undivided third shares to Pendleton.

Counsel for the plaintiff then put in a copy of the French title deed No. 174, bearing transfers by Doyen, dated 3rd and 27th July, 1863, respectively, and attached to it the deed dated 17th December, 1863, referred to in the 8th paragraph of the petition. Marked Exhibit A.

Q.—Did you consent to this transfer to Pendleton ?

A.—I think I did at the time. I was here at the time and must have consented to it.

Counsel read the deed referred to in paragraph 8 of the petition.

Q.—Did any money pass from Dr. Yates to Pendleton ?

A.—Not a cash, in any way.

Q.—Was it intended that any money should pass ?

A.—No, not at all.

Q.—The statement that Tls. 3,000 were paid, how do you account for that ?

A.—It was put in by Doyen, I don't know why. There was no money paid.

Q.—Do you know what became of the deed after it was executed ?

A.—It was left in a little safe or cash box, after we failed to record it. I tried to record it at the French Consulate and was refused. I came to Mr. Seward and wanted to have the property transferred to the Consulate here, but the Totai would not stamp the deed (Deed No. 174).

Q.—Did Dr. Yates accept and act upon that deed ?

A.—He did not. He never accepted it. The trust deed was placed in an iron safe which belongs to the owners of the property, and which is in Dr. Yates's possession, but he never accepted it, and denied the existence of it. It was put in the safe when Dr. Yates was in Europe ; he never accepted it, and would have nothing to do with it.

Q.—Did you continue to look upon it as a trust ?

A.—No ; the whole thing was a failure.

Q.—When did you come to the conclusion that it was a failure and no longer valid ?

A.—At the time I found I could not record it.

Q.—Can you state positively that that deed has never been acted upon in any way or recognized by anybody concerned ?

A.—It has not been recognized in any shape or form ; not that I know of in any way. I have referred to it as showing that the property was not hers under any circumstances.

Q.—As a matter of fact, Dr. Yates never acted upon it, and you never acted upon it ?

A.—Neither of us.

Q.—Has Mrs. Hill ever claimed to act upon it ?

A.—Never.

Q.—Or claimed any rights under it ?

A.—Not that I know of. What she said in the divorce suit about it, I don't know ; she gave her evidence in my absence. But, to my knowledge, she has never claimed any benefits under it at all. I don't know what her Counsel in this Court may have claimed for her in my absence.

Q.—Now with regard to the transfer. You completed a transfer on the Consulate Register on the 31st May, 1864, of the land held under title deeds No. 173 and No. 174, you acting as attorney for Doyen, and Schmidt acting for Remi, Schmidt & Co., as to one undivided third part into the name of Dr. Yates ; as to one undivided third part into the name of James O. Pendleton ; and as to the remaining undivided third part to the defendant ?

A.—Yes.

Q.—Did you afterwards make another transfer into the same names ?

A.—I did, on the 5th September, 1864. That was of a piece of land bought in June, 1863, in Doyen's name, held under title deed No. 16.

Q.—It was transferred by you as Doyen's attorney ?

A.—Yes. I transferred one-third to Dr. Yates, one-third to Pendleton, and one-third to my wife, as in title deed No. 28.

Q.—You have stated that the reasons why this property was transferred to the names of Messrs. Remi, Schmidt & Co., and Doyen, was that the French Consul, Mr. Edan, would not allow Americans to register property in the French Consulate. How is it that I find that you did later on register this property in the names of Yates, Pendleton and defendant ?

A.—Owing to my troubles at the French Consulate in this matter, and also the troubles of the Presbyterian Mission, about their property at the Little East Gate, Mr. Seward, U. S. Consul, took the matter up ; and the rule (an arbitrary one) made by Consul Edan was set aside, and we were allowed to register property in our names.

Q.—Will you explain how you came to make this transfer of an undivided third part into the name of Mrs. Hill ?

A.—I had an idea, and had talked with her about it, that it would provide for myself by making her a trustee for me ; by making her a trustee for me to hold the property in case of accident to my business.

Q.—When you say for yourself, do you mean yourself alone ?

A.—I mean for myself for my own use, and for her benefit, and for our children if we had any. I did not mean her to hold it as a trustee for herself, but in trust for me, and not to hold it for herself as against me. Of course it never occurred to me that there would be any trouble. My only object was to place it there, in case circumstances might occur in which I would be obliged to use it.

Q.—You placed it there in order to protect yourself in the event of any reverses, and

to enable you to support her and her children if you had any?

A.—Yes; and myself.

Q.—At the time you transferred it into her name, did you anticipate any business reverses?

A.—No, I did not. I had a good business, and a large amount of money outside my business at that time.

Q.—Some time before, you (as already stated) attempted to settle part of the property by these deeds, in a different way. How do you account for having changed your mind?

A.—I did change my mind. The deed was not drawn according to my ideas, in the first place. Mr. Eames was here at that time; he had, I believe, arrived as the captain of a ship, and he advised how to do it; but I found that his idea was to protect her interest and not mine, and when I found that out I abandoned the whole thing.

Q.—You refer to the deed dated 17th December, 1863?

A.—Yes, the trust deed; you have it there. It did not meet my wishes.

Q.—And finding there would be a difficulty in registering the trust, you abandoned the whole thing?

A.—Yes.

Q.—You made a further purchase, did you not?

A.—Yes.

Q.—What was that?

A.—One undivided one-sixth share in the whole property. Some time in 187 Pendleton, who was third owner, died, and Mrs. Seaman and myself purchased his undivided one-third share. Dr. Yates, who was executor under the will, executed the transfer.

Q.—You purchased an undivided sixth share in the property?

A.—Yes.

Q.—Was that transferred to you?

A.—It was transferred to my wife, by my order. She was not here.

Q.—The undivided sixth share was transferred to Mrs. Hill's name by your direction

A.—Yes.

Q.—What was your motive in directing the transfer on that occasion?

A.—I wished to have it all standing in her name, as part of it already stood in her name; it was my intention that she should transfer it all back to me.

Q.—How did you intend that she should hold it meanwhile?

A.—Just as she did the other.

Q.—What was the title deed number?

A.—The title deed was No. 100.

Q.—On that occasion, who signed the register?

A.—She did not; I signed for her.

Q.—Now you made another purchase, did you not?

A.—About the same time, we bought a small piece of land from a native named Paul. We got the Chinese deeds, but did not get the French deed till 1877; the time of the purchase was 1874. It was only a small corner, about 6 *fun*, 2 *li*, 7 *hoau*.

Q.—Was that transferred, as to one half of it, to your wife?

A.—Yes.

Q.—For the same reasons?

A.—For the same reasons as before.

Q.—And on the same footing?

A.—Yes.

Q.—Who signed the register for her then?

A.—I did.

Q.—What was the title deed?

A.—The French title deed was No. 165.

Q.—Now the next transaction was, what?

A.—A sale to the French Municipal Council, in August 1876.

Q.—How much was sold?

A.—8 *li* 6 *haou*.

Q.—That was sold and transferred to the French Municipal Council?

A.—Yes, sir.

Q.—What was done with the purchase money?

A.—It went into the general accounts, by my orders, and was expended in the building of new houses, which were being built at that time.

Q.—Your share of the purchase money?

A.—Yes; all the money received was put into the general account of the property, and my share was put there by my direction.

Q.—Was Mrs. Hill here?

A.—She was not here. It was sold without her knowledge, and it was bought without her knowledge. She knew nothing about the purchases from either Pendleton or Paul; and these purchases I paid for.

Q.—Is the statement of the boundaries of the property in paragraph 17 of the petition correct?

A.—Yes, it is correct.

Q.—Since you bought the property, have any buildings been erected?

A.—A large number of houses have been built. When the place was first bought it was only a field, with some small Chinese houses upon it.

Q.—How has the money been provided for the buildings?

A.—My share has all been paid by me, except such as has been taken from the rent. The income has been used to a great extent, and the balance has been paid by me without any reference whatever to Mrs. Hill.

Q.—As to a third or half of the property as the case may be?

A.—Yes.

Q.—Then the share of the expenditure, which raised the value of the land standing in her name, has been paid for in part out of the rents?

A.—Yes; from the beginning, since the time we bought it, she has never been consulted in the management of it any way by myself.

Q.—Where money was wanted after the rents had been applied, you paid it?

A.—I paid it.

Q.—And you have applied the rents when there was occasion for expenditure?

A.—Yes.

Q.—Have you ever gone to Mrs. Hill for that outlay?

A.—In no way whatever. When I went home in 1876, I told her I should want at least half the property deeded back to me, as I wanted to have the property or money, so that I could use it if I required it, in connection with my claim and other things. I had been allowing the rents to go to New York, and I simply asked that one-half of the property should be returned to me, or deeded to my name. For that purpose she gave a power of attorney, and sent out instructions to have one-half of the property transferred, and it was transferred; the one-half of that which stood in her name was transferred to Mr. Seaman, and from Seaman directly to me at the same time.

Q.—That was a mere matter of form?

A.—Yes.

Q.—It was transferred by her attorney to Seaman and by Seaman to you?

A.—Yes.

Q.—And at your instance and request ?

A.—Yes ; and without any consideration being paid. If I had had asked to have the whole transferred, it would have been transferred without objection at that time.

Q.—She made no objection ?

A.—She made not the slightest objection, and offered to have the whole transferred at that time.

Q.—Now, Mr. Hill, your wife went home in March, 1865 ; on account of approaching confinement ?

A.—Yes, sir.

Q.—When did she return to China ?

A.—She returned in the Autumn of 1868.

Q.—Had you in the interval been to America ?

A.—I left here in January 1866 and went to America, for the purpose of bringing her and the children back.

Q.—Did you bring them back ?

A.—No ; I remained there as long as I could. My leave of absence had expired, and I had it renewed, and was obliged to come back in 1867. When I went away I had a year's leave of absence, and I got it extended for a second year. I had to get back before the end of 1867, so I started and arrived here in the end of December, 1867.

Q.—Without your wife ?

A.—Without my wife.

Q.—Why did she not come ?

A.—She did not think she was well enough to come to China, but promised to come to China the following year, if the children were well and if she thought she could bring them. She was afraid of coming out to China with two children, although she had plenty of servants. I was persuaded to leave on the understanding that they would come.

Q.—She did follow ?

A.—She followed and arrived here in November, 1868.

Q.—Where were you at that time ?

A.—I was at Newchwang.

Q.—Did she join you there ?

A.—She remained here a few days, and then went in a sailing vessel called the "Charlie," and arrived at Newchwang some time in November.

Q.—Did anything happen on the way up ?

A.—The Captain ran the barque ashore near the mouth of the river ; they took to boats, and were blown out to sea for three days ; and they were afterwards on an island and in junks for about fourteen days, and suffered a great deal. That was the cause of the death of one of the children, the principal cause at any rate.

Q.—What were you doing at Newchwang ?

A.—I was agent for Jardine, Matheson & Co. there.

Q.—And where were you living ?

A.—I was living on their premises. We had fine premises there ; the finest in the place.

Q.—Were you living alone ?

A.—Mr. McArthur, and the engineer of the beancake factory, were there with me during the whole of the winter. Mr. McArthur is in Europe, but Mr. Kite, the engineer, is here at the present time.

Q.—Who else ?

A.—These were the only two foreigners who were with me ; one is in Europe and one here.

Q.—Well, how long did you remain at Newchwang?

A.—Mrs. Hill remained till the latter part of March 1870, and then she went home. She went with Captain Boswell from Newchwang to Yokohama direct, and joined the Pacific Mail steamer and went home from there.

Q.—Has she ever been back since?

A.—She never has. Her reason for going home this time was the same as before; she wanted to be confined at home instead of at Newchwang.

Q.—Now, will you state upon what terms you and she lived during the time you were together in Shanghai and Newchwang?

A.—Most loving and affectionate terms all the time, so far as I remember. I don't think we ever had what married people call a quarrel. I know I never said a harsh word to her under any circumstances; and she had everything she could possibly wish for, and everything money could buy.

Q.—You were on affectionate terms?

A.—Yes, sir; always.

Q.—Did you have any trouble or difference on money matters?

A.—Never. We never could. I never asked her what she wanted money for. I never asked her until later years what had become of any money that I had sent to her.

Q.—You gave her plenty?

A.—Yes; she never had less than $5,000 in one year since our marriage, and has had as high as $25,000 in one year. This she invested or otherwise used as she chose, without reference to me; and when I was at home with her all her bills came to me.

Q.—She went home in March, 1870; when did you leave Newchwang?

A.—I left at the close of the navigation that year. I remained here till February 1871, and then I went home to bring her back.

Q.—Where did you see her?

A.—We met at San Francisco. We remained there about a month, and then travelled along home, taking it easy, visiting Salt Lake, Chicago, and other places; and ended at New York.

Q.—She did not come back?

A.—No.

Q.—Why?

A.—She utterly refused to come back to China; she did not like China; she did not like to live here; the society did not suit her; she did not like to leave her people at home; and she did not want to run the risk of becoming a mother.

Q.—How do you mean?

A.—She did not want to take any chance of having children.

Q.—She told you that?

A.—Yes; she told me that was her principle reason for not coming back. Another thing, she liked hotel life; she preferred to live in a hotel in New York rather than to have charge of a house. I was anxious to get a house and have a home, but she never would do that.

Q.—When did you come back?

A.—I came back in January, 1872.

Q.—Why did you come back?

A.—I had to come back. My business was such that I had to come back. I had this claim on my hands.

Q.—You have mentioned "this claim." What is it?

A.—It is something I have been thinking of for eighteen years, and I may speak about it without thinking of it.

Q.—What you refer to is a claim on the Chinese Government?

A.—Yes.

Q.—Of considerable amount ?

A.—Yes ; I have spent a large amount of money and a great deal of time in trying to collect it.

Q.—You came back for business reasons in January, 1872 ?

A.—Yes.

Q.—How long did you remain ?

A.—I remained here till 1876. I may say here that the compromise we made when she would not come back to China was that she should take the boy to Europe and educate him. She was to take either her mother or one of her cousins, a lady I named, and I proposed to pay her expenses as well as the expenses of educating the child in Europe.

Q.—Did she agree ?

A.—She agreed ; and that was the compromise we made.

Q.—Did she go to Europe ?

A.—A few months after I left for San Francisco, she left for Europe ; but she did not take the child.

Q.—How long did she remain in Europe ?

A.—Five or six months. She spent the summer of 1872 in Europe.

Q.—How long did you remain in Shanghai ?

A.—Till June, 1876.

Q.—Where did you go then ?

A.—I went home and met Mrs. Hill at Syracuse, and from there we went to New York.

Q.—Why did you go home then ?

A.—My principal business was to see her. I had other business, but it could have been done by correspondence. The principal business was to try and bring her back with me.

Q.—Did she come ?

A.—She absolutely refused to come, and gave as her reason that the boy was too old to go back to China, and it was necessary to put him to school. I put him to school in Bridgeport, and she took up her residence there.

Q.—When did you come back ?

A.—I came back in January, 1877.

Q.—Did you go back again ?

A.—I went back again in 1878. I left here in December, 1877 ; I went to Hong-kong and joined the steamer there ; and I arrived home in 1878.

Q.—What was your object ?

A.—My only object was to insist upon her coming here. I wrote to her before I left, and I telegraphed the date of my departure. I wrote to her that I was coming for the last time to get her to come and live here. I did not like living here by myself and I wanted to have a house of my own ; and my business was such that I was obliged to remain ; I could not get out of the country. I telegraphed her the date of my departure, and when I arrived at San Francisco I telegraphed to her the date that I left for the East, so that she knew I was coming. I arranged for her passage back with me, and before leaving San Francisco I engaged staterooms in the steamer leaving on the 1st of March.

Q.—What happened then ?

A.—I went through to Bridgeport, where she was living with the child, at the Stirling House. When I arrived there I had a carbuncle on my forehead, and I was very sick. I was there in the house from a Saturday till a week from the next Monday. Captain McGilvery was there at the time, the captain she went home with. She and the captain nursed me. On the next Monday I went to Washington on business I had about my

claim. She had previously promised to come back to China with me. During my absence at Washington we corresponded, and meanwhile I was summoned in the Seward affair, which was then before a Committee of the House, and I could not get away without giving security to return whenever I was wanted. I wrote to her and told her this. She wanted me to come to New York on a certain day, to leave Washington on a Friday night, and to stay over the Sunday in New York. She was to meet me there. I telegraphed to her that I would come, and I got security that I would return to Washington when required. Fogg's office was appointed as the meeting place. I went to the Windsor Hotel and engaged a suite of rooms, and then went to Messrs. Fogg's office to meet her, expecting that she would come by the 10.30 a.m. train. Mr. Fogg's clerk said that he had not seen her. I told him I had some business at another office, and I would come back. I went to Moriarty's office. I had only been there a few minutes when a man came in and called for "Charles Eugene Hill of Shanghai, China." I responded. He said "You are looking for your wife." I said "Yes, has anything happened to her?" He said "No; she has not come down; I have come from her." And he then gave me a sealed document. It was a summons for a divorce, and that was the first I ever heard of it.

Q.—She made a number of charges against you?

A.—She charged me with about all the crimes in the calendar, drunkenness amongst the rest, although she knew that I never drank a drop in all my life.

Q.—These divorce proceedings went forward slowly?

A.—When the papers were served upon me, I went to Bridgeport to see her and I asked her why she had done it, and she said it was to prevent my taking her back to China. I asked her why she swore to all these things, adultery, cruelty and drunkenness, and she said the lawyers put these in; she left it to them and they put in what they liked. She said if I gave her a written guarantee that I would not insist on her return to China, she would withdraw the proceedings; and this I absolutely declined. I had to come back to China; my business brought me back. She had summoned witnesses at San Francisco to testify against me, and I considered it my duty to be there and see them examined. They were examined on the 28th March, and I left on the 1st April, 1878, and arrived here in May. Mrs. Hill asked me who I was to leave in charge of my affairs, and I said I should ask Mr. Twombly, but at Mrs. Hill's request I gave Captain McGilvery a power of attorney to act in this divorce matter for me, either to compromise or to fight, and he went on with the case.

Q.—When did you next visit America?

A.—In 1879, when Mr. Twombly cabled me that I must come to attend the divorce suit she had brought against me. I left here in June, 1879.

Q.—Was anything material done in connection with the divorce proceedings between your departure in 1878 and return in 1879?

A.—There were a great many interviews between my agent and my wife, trying to arrange the matter amicably without any exposure in Court.

Q.—Was that under instructions from you?

A.—Yes, under instructions from me.

Q.—What instructions had you given with regard to that?

A.—I give him instructions to compromise the matter and allow her to take the divorce from me, provided she would withdraw all criminal charges, and only make the charge of incompatibility of temper, which was enough in the State in which she chose to bring the suit; and I offered to engage that I would not claim any personal property, bonds, or mortgages in her possession, and that she might have half the income of this property in her name here, but that it should be deeded in fee to the child.

Q.—You offered her half the income, with the reversion in fee to the child?

A.—Yes, of course she was to support the child and educate him; and it was to be

on the understanding also that such things as she had at home were to go to the child. The property she had at home was mine. She had a large amount of Government Bonds and other personal property. I was perfectly willing to do anything rather than have scandalous proceedings in Court.

Q.—Were these negotiations conducted by Captain McGilvery in your absence?

A.—Yes.

Q.—And they had no result?

A.—No result? He continued these negotiations until the last time he went there when she struck him on the head with an ice pitcher, and nearly killed him. It was unsafe for him to go further. He telegraphed this to me. Meanwhile I had learned from other sources that he had made criminal charges against her. I telegraphed him to withdraw these, consult Twombly, and await mail advices. I then wrote Mr. H. N. Twombly, who had been my business agent for many years, instructing him in detail, to renew the same offer, and he tried and failed; and then she forced the suit to trial.

Q.—Now, what took place then?

A.—The case came on. She gave her evidence before I got there; and all her witnesses had testified before I got there. When they found I was really on the way, the Judge adjourned the case for me to get there. When I got there I gave my testimony. I did not hear any of her testimony except what she gave in rebuttal of mine. The result was that her petition was dismissed. The proceedings were heard before a Committee appointed by the Court. The Judge received the Committee's report and accepted it, and granted a decree in my favour. She gave notice of appeal to a higher Court, and kept me there four months until the time for me to appear; and when I did appear at the Court, they withdrew the proceedings.

Q.—Then the divorce proceedings ended by her petition being dismissed and her appeal withdrawn?

A.—Yes; and the injunction served upon me, in regard to the property and the child, was dissolved.

Q.—While you were at home on this occasion, were any proceedings taken after the divorce proceedings?

A.—Not that time; not till I went home last year. I might state that she smuggled the child out of the jurisdiction of the Court; she took him into another State and forbad me seeing him. After she found out the decree was against her she took the child from Connecticut to New York State, and denied me access to him.

Q.—Then you returned to Shanghai, when?

A.—In July 1880 I arrived here.

Q.—And then you remained in Shanghai?

A.—Until I was notified to appear in San Francisco, before Judge Sawyer, on an appeal from this Court,—an appeal from the decision of Consul-General Bailey relating to the rents of this same property. He paid over to my agent here twenty-five or twenty-six hundred dollars, and Mr. Henderson, her lawyer, appealed to the Circuit Court of California.

Q.—And you went over to attend that appeal?

A.—Yes.

Q.—What was the result of that?

A.—When Henderson found I was there, he simply withdrew his papers.

Q.—He simply withdrew his appeal?

A.—Yes.

Q.—And it has never been prosecuted since?

A.—No, sir.

Q.—Did you go East?

A.—I went East to see the boy.

Q.—And what happened then?

A.—I went to New York and then to Syracuse for the special purpose of seeing the child. I took the child away, and went back to New York City after that; and she had me arrested for kidnapping, without stating at all that I was the father of the child. I was arrested the same as if I was some loafer who had kidnapped the child. I was put in prison and detained forty-eight hours.

Q.—Did she swear an information about it?

A.—She had sworn to a statement without mentioning that I was the father of the child. If she had stated that, I would not have been arrested.

Q.—What was the result of that proceeding?

A.—That the child was left in my custody, and I had to give heavy bonds to appear whenever necessary to answer the charge of kidnapping, whenever the charge should be proceeded with. I am under these bonds yet, and while I was under arrest, or when I was at Judge Donahue's house, where we went after the Court adjoined to complete the bonds, a sheriff from Syracuse came in and served summonses on me for four additional suits.

Q.—What for?

A.—She never has furnished me with particulars of these suits to this day. I never heard the particulars. They are still hanging over me. She never gave me any particulars.

Q.—You were served with the processes?

A.—Yes.

Q.—And no further steps taken?

A.—Nothing further. I think if she undertook to bring them on, my lawyer could get them set aside, but I don't know. I know, in one of them I am under bonds yet, to appear any time I am called for.

Q.—With reference to the divorce proceedings, did you take any proceedings against her?

A.—None at all; and when I found my agent had put in an answer and filed a cross action, charging certain friends with committing adultery with my wife, I cabled to prevent it; and when I went into Court I said I was there only to defend myself, and I would not allow evidence to be taken against my wife. The cross action was withdrawn, and there were no charges made and no evidence at all taken against her; and in this Court, before Consul-General Bailey as Commissioner, I refused to allow any witnesses to testify against her.

Q.—At the time of the divorce proceedings, was there an injunction issued against you?

A.—Yes, in regard to property in the jurisdiction of Fairfield County Court; an injunction was issued against my removing certain valuable property stored there, and against my removing my son from school, where I had placed him in 1876.

Q.—What property?

A.—Silver ware, ivory carvings, and Chinese curios which I had been collecting for years.

Q.—Where were they stored?

A.—In a warehouse in Bridgeport, Connecticut. The silver ware was in an iron safe, and the balance in large cases which I had had manufactured at Newchwang.

Q.—Were these goods attached by the sheriff under this injunction?

A.—They were taken possession of by the sheriff.

Q.—And what was the value of them?

A.—She said there was over ten thousand dollars ($10,000) worth; but the value of the property when I left it there was more than twenty thousand dollars ($20,000). I could not say how much she removed before that time from the jurisdiction of the Court,

Q.—You considered the value was more than $10,000 and nearer $20,000?

A.—Yes, sir.

Q.—What became of the property?

A.—She managed to steal the whole of it between her and her brother. They only left five or six out of seventeen cases placed there; the others were gone altogether, and those left were full of brickbats and old newspapers.

Q.—This was discovered after the injunction was annulled?

A.—Yes. The sheriff went himself with a clerk of my attorney, and myself, to deliver the goods; and when we got there, there was nothing to take, except a few little baby's clothes, which had belonged to the child that died; and also some old stationery. Everything of value was taken away, even to my Knight Templar's regalia, which was presented to me in San Francisco many years ago. She even took that, and took everything I owned there. Among other things that were there, there was one painting for which I had been offered $5,000. She had taken that, but whether before or after the injunction I don't know. I left it there in 1876; when it was taken I don't know, but it is missing now.

Q.—What makes you think she took the things?

A.—The warehouseman told me so; and my counsel Mr. Wilbur traced them to the depôt of the Housatonic Railroad, and found her brother had shipped them to Syracuse, N. Y. The sheriff was holden for the goods and the judge told me that his bonds were good. I found I would have to swear what goods were there, and she and her brother would have sworn they were taken before the injunction was granted; and I did not try to get them.

Q.—State shortly what property she has had from you from Shanghai, and from you in America. What has she had out of the property in dispute?

A.—She has had since 1870 about $26,000 in cash from the rents. I have a statement taken from the book, which I can swear to.

Plaintiff's Counsel then said he would put in this statement. Statement put in and marked Exhibit "B."

Plaintiff having read this statement, which showed that defendant had between the years 1870 and 1879 received $26,593.22, the examination of the plaintiff was continued:—

Q.—That is what she got from the rents of this property?

A.—All the money she ever received from the rents.

Q.—And what has she received otherwise?

A.—She has received from Fogg & Co. money that has been sent through them. From 1867 till the time she brought the Divorce suit in 1878, to the amount of $31,292.29. That is in addition to the rents. There is one item, the last one of $1,053.88 in the statement put in, which I cannot swear to. In addition to this, I remitted money from time to time directly to her.

Q.—By drafts?

A.—Yes; by ordinary drafts, and by Government drafts. I bought Consular drafts at Tientsin which went to her. I have remitted her money up to very nearly one hundred thousand dollars ($100,000) beyond all these other items. In addition to this, in 1866 before I went home, Mr. Twombly handed over to her $40,000 in Government bonds, which he did on my direction, and which she has never accounted for. Whenever I sold a piece of property, or had any money I did not want to use here, I sent it to her for investment, to buy bonds at home. When I was at home in 1867, there was a large property in Virginia, on the security of which I had loaned my brother and my brother-in-law, $10,000; this property was placed in Mr. Twombly's name as a trustee for my wife.

The Court—You say that the books show that she received $31,292.29?

Plaintiff—That is shown by Fogg & Co.'s books.

The Court—And she received $26,000 from Dr. Yates?

A.—Yes, from the rents.

The COURT—The curios were worth $10,000?

A.—They were worth $20,000, although when the injunction was served upon me she said they were only worth $10,000. I have remitted to her during all these years, very nearly if not more than $100,000, besides these other three items. Then there was the $10,000 lent to my brother and brother-in-law. I also owned two hundred and forty (240) acres of land in Minnesota, which I deeded to her; and I believe it has since been sold; I don't know for how much, but I know we once refused an offer of $10 an acre. What price it has been sold for I don't know, but it was probably worth $2,000 at least.

The COURT—That would make it amount to about $215,000?

PLAINTIFF—I gave her also the old place at home to be hers after my father and mother died; but at my request that was deeded back to my brother. He gave her a mortgage upon it for $8,000 which he says he paid, and she says he did not.

COUNSEL—Have you given her valuable presents in addition?

A.—She had very fine jewellery always. I gave her all she ever had, except a few articles given by my partners when we were married.

Q.—Do you put any value on these?

A.—Considerably over $20,000. I paid £5,000 sterling for one set of diamonds; exchange was very high at that time, and they cost about $20,000. I bought a very fine set of diamonds and opals here from Captain Johnson at the time we were married, for which I paid $2,500.

Q.—These are the principal items of property you have given her?

A.—Yes.

Q.—Have you ever asked her what she has now?

A.—In 1876 I asked her, and she said she had the bonds and everything safe. They were at that time in a safe of the "Safe Deposit Company," and she assured me they they were all safe, and I did not ask to see them. She was drawing the interest of the bonds.

Q.—Have you ever asked her since then for any account?

A.—Not until I went home in 1878, and then she would not give one to me at all. We were talking about it the week I was there sick, before going to Washington. During that time we had a number of talks about the property and her coming back here. We then had really the first hard words we ever had. It was in relation to her coming back. We could not agree, and at last we arranged to call Captain McGilvery as an arbitrator, and she was to abide by his decision. He decided that the proper course was for her to come back with me, and she agreed to do so. I went off to Washington on that understanding; and then I received the letter asking me to spend Saturday to Monday in New York with her, as she wanted me to assist her to make some purchases for the voyage.

Q.—That was when she decoyed you to New York for the purpose of serving the divorce papers?

A.—Yes.

Q.—That was by asking you to help her buy things for the voyage?

A.—Yes.

Q.—Did she get possession of any other property of yours?

A.—When I went home, I went through without stopping at San Francisco. I went right through to New York. I got my luggage taken to Captain McGilvery's room, who was stopping at the Hotel at the time. He assisted me to unpack and repack my trunks. Before I went to Washington, my trunks were removed to Mrs. Hill's room. I wrote from Washington to her to send me my luggage, and she refused to send it and said I must come for it. After I had been served with these divorce papers, I went to where she was staying and found that my trunks were put out of her room and lying in the hall; they had been

opened, and every book, paper, or anything of value had been taken; she had taken some handkerchiefs and other things she had given me herself, having my name on them; anything that was likely to be useful to her or her brother was taken; and nothing left but my clothes. I had a little set of locked books in which I kept momoranda of the money she had had, and of all my other money affairs; and the loss of these books was a great inconvenience and expense to me.

Q.—Did she take them away?

A.—Yes; and every letter she had written me, and letters I had received from other people. I had not a scrap of paper or an account left.

Q.—Have you ever got them back?

Q.—No, never got them back at all. She says she has not got them. It amounts to the same thing. I never got them.

COUNSEL—Now I will ask you a question or two arising out of the report of the Committee in the Divorce proceedings:—I find this passage: "During the residence of the "petitioner in this country, prior to the commencement of the action, she has been "supplied by the respondent with funds for her support. She has received on various occa- "sions from the respondent large sums of money, and has at all times during said period "been in the possession of means received either directly from her husband or from the "rents of lands in China deeded by her husband as a gift, ample for the support of the "petitioner and her family at such places and in such manner as she has desired.

"In 1864 the respondent conveyed to the petitioner real estate situated in Shang- "hai of the value of about $40,000, one half of which was in 1876 re-conveyed by her to her "husband at his request and the title to the remaining half of which is still in the Petitioner."

Q.—With reference to that, what foundation is there for that statement?

A.—Her own testimony; nothing else. Her testimony was given before I got there. I have no recollection of ever being examined upon the point.

Q.—Were you aware of the contents of her evidence when you gave yours?

A.—No, I did not look at it. I was put right on the stand as soon as I got there, and had no time for anything in connection with the matter.

Q.—You don't admit that statement of hers?

A.—No, I do not.

Q.—She said that the property in Shanghai was worth $40,000 at the time it was given to her?

A.—At the time it was deeded to her, the value was between Tls. 6,000 and Tls. 8,000. The property has been made valuable by the rise in the value of land, and by the houses I have put upon it.

Q.—However, that statement is derived from her evidence and not yours?

A.—Entirely.

Q.—And you did not contradict it?

A.—I had no opportunity to contradict it.

Q.—Who is Mr. J. de Bernier Smith, of New York?

A.—He was cashier and bookkeeper in Fogg & Co.'s office in New York, and is now Secretary of the China and Japan Trading Company.

Q.—Has he ever held a power of attorney from you?

A.—He has, and does so still, for the purpose of endorsing drafts and collecting money; for banking business and nothing else. I may say in addition to all this, that my life is insured for my wife's benefit even now.

Q.—For how much?

A.—I had insured it for $30,000 in three different companies, but two of the companies came to grief. I had a ten-year's life policy in the Equitable, and in 1876 five years

had been paid up. In 1876, I surrendered this policy, and took two fully paid up policies for $2,500 each, one in the name of my wife, and the other in the name of my son. As regards my wife's policy it is under statute, and in no circumstances can it be taken from her; even she herself cannot sell or dispose of it.

Q.—During your visits to America, on what sort of terms have you been with her up to the beginning of the divorce proceedings?

A.—So far as outside people could see we have always been on good terms. We have always written to each other regularly by every mail until she sued me.

Q.—While you have been with her have you cohabited together or not?

A.—No, sir; I never had anything to do with her since she left me in 1870.

Q.—Is that her doing, or yours?

A.—To a certain extent, mine. She refused to have children under any circumstances. She went home from Newchwang expecting to be confined; but she brought on her confinement by artificial means and procured an abortion. When first I met her in San Francisco after that, she was physically unable to act as my wife, and when she got well enough she absolutely refused unless I used certain artificial appliances which she furnished to prevent conception, to which I would not consent. I would not consent to it, and never have, from that time to this.

Q.—Have you ever, since she left you, acquiesced in or given your consent to her living away from you?

A.—No. I had rather she would live here on these terms than not to live here.

Q.—You have not acquiesced or consented to her living away from you as she has done?

A.—I have acquiesced so far as not having compelled her by force to come back; but I have never willingly allowed her.

Q.—And have continually asked her to come back?

A.—Yes; and when I went home in 1878 it was with the express determination to force her to come back.

This concluded the examination of the Plaintiff.

(Signed) CHAS. E. HILL.

(Signed) W. MACFARLANE,
Official Shorthand Writer.

JOHN PRATT ROBERTS, sworn, deposed :—

Q.—How long have you known the plaintiff, Mr. Hill.

A.—Since 1862.

Q.—And were you acquainted with Mrs. Hill ?

A.—I knew her from the time she arrived in China.

Q.—How long were you acquainted with Mr. and Mrs. Hill when they were in China ?

A.—Until she went home. She arrived here in 1862 and went home in 1865.

Q.—Did you know her all the time she was here ?

A.—I did.

Q.—Did you see them together ?

A.—I saw them very often.

Q.—Just state upon what terms they appeared to you to live ?

A.—Most amicable, as far as I could judge.

Q.—Did you see anything in the way of quarrelling ?

A.—Nothing whatever.

Q.—Did Mr. Hill appear to be kind to his wife ?

A.—Very, I should say.

Q.—Did she appear to be kept in a comfortable way ?

A.—They lived in very good style here.

Q.—So far as you from your intimacy with them can form an opinion, was there any reason for her to leave him ?

A.—None whatever.

Q.—You, I think, are a married man ; and was your wife here at the time ?

A.—My wife arrived in 1863.

Q.—Did she know Mrs. Hill ?

A.—Yes.

Q.—Did she ever say anything to you ?

A.—Never.

Q.—Did she also visit them frequently ?

A.—Yes ; she visited Mrs. Hill.

(Signed) J. P. ROBERTS.

(Signed) W. MACFARLANE,
Official Shorthand Writer.

JOHANN NÖLTING, sworn, deposed :—

Q.—Do you know Mr. Hill, the plaintiff in this suit ?

A.—Yes ; I know him.

Q.—How long have you known him ?

A.—I have known him since 1863.

Q.—Where did you know him ?

A.—I was employed in Thomas Hunt & Co.'s, when he was in charge of that business.

Q.—What were you ?

A.—I was book-keeper.

Q.—How long were you there ?

A.—About a year, in 1863 and 1864.

Q.—Where did you live during that time ?

A.—I messed at Hunt & Co.'s house, but I lived in a separate house.

Q.—Was Mrs. Hill here during that time ?

A.—Yes.

Q.—And did you see her every day ?

A.—I saw her every day.

Q.—And took meals with her and Mr. Hill ?

A.—Yes.

Q.—Upon what terms did they appear to live ?

A.—Just like man and wife,—on the best terms so far as I could see.

Q.—So far as you could judge, they lived on the best terms ?

A.—Yes.

Q.—Did he appear to be kind to her ?

A.—Always ; I never saw anything to the contrary.

Q.—They did not appear to quarrel ?

A.—Not at all.

Q.—Was Mrs. Hill apparently in a comfortable place ?

A.—Very comfortable, I think.

Q.—She had sufficient luxuries and comforts ?

A.—About the same style as we live in Shanghai now.

Q.—Did you see anything at any time to make you think there was any reason for her leaving Mr. Hill ?

A.—No ; I did not see anything.

Q.—So far as you could see he was a good husband to her ?

A.—Yes, certainly.

Q.—After you left Thos. Hunt & Co.'s, did you see anything of them then ?

A.—Then they lived in another house. I occasionally went to see them, and frequently had dinner there.

Q.—Did things go on in the same way ?

A.—Quite the same way.

(Signed) J. NÖLTING.

(Signed) W. MACFARLANE,

Official Shorthand Writer.

H. B. ENDICOTT, sworn, deposed :—

Q.—You are in Messrs. Butterfield and Swire's ?

A.—Yes.

Q.—You were formerly in the employ of Messrs. Thomas Hunt & Co. ?

A.—Yes ; from June 1863 till April 1864.

Q.—When you were in their employ, where did you live ?

A.—Where the Central Hotel is now ?

Q.—In the house belonging to the firm ?

A.—Yes.

Q.—Did you mess there ?

A.—Yes.

Q.—Then you know Mr. and Mrs. Hill, the plaintiff in this case and his wife ?

A.—Yes.

Q.—Were both of them there the whole time you were there ?

A.—Yes.

Q.—Did you and they mess in company ?

A.—Yes.

Q.—All the time ?

A.—Yes.

Q.—Just state upon what terms they appeared to live ?

A.—From all that I saw Mr. Hill was exceedingly kind, and she had everything she wanted.

Q.—And did they appear to live happily together ?

A.—Yes ; I thought exceptionally happy.

Q.—And did you ever see anything which made you think that there was any reason for her being dissatisfied ?

A.—None.

Q.—You ever saw anything that appeared to you to be any justification for her leaving him ?

A.—No.

Q.—And he was always good tempered with her ?

A.—Yes ; good tempered and kind.

(Signed) HENRY BRIDGER ENDICOTT.

(Signed) W. MACFARLANE,
Official Shorthand Writer.

Mrs. J. P. GRAHAM, sworn, deposed :—

Q.—Do you know the plaintiff, Mr. Charles Hill ?

A.—Yes ; quite well.

Q.—Did you also know Mrs. Hill ?

A.—Yes, quite well.

Q.—Where did you know them ?

A.—In Newchwang.

Q.—Between what dates ?

A.—In 1869.

Q.—And what month ?

A.—In March.

Q.—That was when you first made their acquaintance ?

A.—Yes.

Q.—Were they both living in Newchwang then ?

A.—Yes.

Q.—And you were living there too ?

A.—In their house.

Q.—How long did you live in their house ?

A.—About four months.

Q.—And after you ceased to live in their house, did you cease to see anything of them ?

A.—I saw them every day.

Q.—You saw them every day until when ?

A.—Until October of that year.

Q.—Did you then leave Newchwang ?

A.—I came down to Shanghai for the winter.

Q.—You saw them from March 1869 until the autumn of that year, and lived with them for three or four months during that time, and saw them constantly up to the time you left Newchwang ?

A.—Yes.

Q.—Now, upon what terms did they appear to live ?

A.—Most affectionate.

Q.—How did Mr. Hill appear to behave to his wife ?

A.—All kindness ; I thought she was very well treated.

Q.—Did you see any instance of their quarrelling at all ?

A.—They never quarrelled once while I was there.

Q.—Did you ever hear of their quarrelling ?

A.—Never.

Q.—Was she comfortable, so far as you could judge ?

A.—Yes ; she had a very comfortable home.

Q.—Was the house as good as most of the others in the place ?

A.—Yes ; quite as comfortable.

Q.—Did she ever make any complaint to you about her home ?

A.—Not at all.

Q.—Did she complain of anything ?

A.—Only the dullness of the place.

Q.—And was that all she complained of to you ?

A.—Yes.

Q.—Did she ever tell you anything at all about her past life ?

A.—In America ?

Q.—Yes?

A.—She said it was different from the life she lived in Newchwang.

Q.—Yes; in what way?

A.—Well, a gayer life.

Q.—Did she give you any idea of any of her amusements in America?

A.—She used to be out driving much.

Q.—Did she tell any anecdotes about acquaintances she had made in America?

A.—Yes; but I would rather not say.

COUNSEL—Perhaps we have enough to show what kind of lady she was. If you don't wish to say, I won't press you. *Q.*—However, did you ever see anything that made you think she had any reason to quarrel with Mr. Hill, or to leave him?

A.—No; I am quite sure she had no reason. I was surprised at her going.

(Signed) JANE PEARN GRAHAM.

(Signed) W. MACFARLANE,
Official Shorthand Writer.

WILLIAM KITE, sworn, deposed:—I am mechanical engineer of the Shanghai Fire Department.

Q.—Do you know the plaintiff, Mr. Charles E. Hill?

A.—Yes.

Q.—How long have you known him?

A.—I first knew Mr. Hill in 1868,

Q.—What time of 1868?

A.—March.

Q.—Where?

A.—In Newchwang.

Q.—Do you recollect his wife; Mrs. Hill?

A.—Yes.

Q.—How long did you know her there?

A.—I knew her from November 1868 until March 1870.

Q.—The whole time she was there?

A.—Yes.

Q.—What were you doing then?

A.—I was engineer of the beancake mill.

Q.—That was Messrs. Jardine, Matheson & Co.'s?

A.—Yes. I lived in the same compound as Mr. Hill.

Q.—Mr. Hill was managing the mill, was he not?

A.—Yes.

Q.—You were a married man?

A.—Yes, and my wife was with me.

Q.—Did you see Mr. and Mrs. Hill together there?

A.—I saw them very often together.

Q.—And did your wife see them frequently?

A.—My wife was often at Mr. Hill's house.

Q.—So far as you can judge, how did Mr. Hill treat his wife?

A.—So far as I can judge, he behaved very kindly to Mrs. Hill.

Q.—Did you ever hear of anything to the contrary? Or did your wife ever bring you any story from Mrs. Hill?

A.—No; I never heard anything to the contrary.

Q.—So far as you you can judge, Mr. Hill treated his wife kindly?

A.—Yes; I believe that.

Q.—Was the house a proper one, and comfortable?

A.—Well, it was not one of the best of houses; but it was as good as any other house in the place.

Q.—And was properly furnished?

A.—Yes, sir.

Q.—Did you see or hear of anything at all which gave you any idea that Mrs. Hill was likely to leave her husband, or of any provocation to leave?

A.—No; I have never heard that she had any provocation whatever.

Q.—And you have no idea of her having any?

A.—No.

Q.—And if she had been badly treated do you think you would have known it?

A.—Yes; I think I would have known it, because my wife was so often in their house, and we lived close by.

(Signed) WILLIAM KITE.

(Signed) W. MACFARLANE,
Official Shorthand Writer,

COMMISSION FOR THE TAKING OF EVIDENCE IN THE UNITED STATES, AND THE EVIDENCE TAKEN THEREUNDER:—

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI.

Between CHARLES EUGENE HILL, *Petitioner*,

AND

ELIZABETH ADAMS HILL, *Defendant*.

To

HENRY S. LANPHER of 31 South Street in the City and State of New York, Notary Public, ARTHUR COLLINS MACLAY of 32 Park Place in the City and State of New York, Attorney-at-Law, THOMAS GREENWOOD of Post Office Building in the City and State of New York, Attorney-at-Law, and JOSEPH W. HOWE of 31 Wall Street in the City and State of New York, Attorney-at-Law, *Greeting*.

KNOW YE that in confidence of your prudence and fidelity you have been appointed and by these presents you are and every one of you is invested with full power and authority to examine *viva voce* as hereinafter mentioned witnesses on behalf of the said Plaintiff and Defendant respectively in any of the States of New York, Maine and Connecticut in the United States before you or any one of you and so that one only of you act at the examination. And therefore you are hereby empowered and requested as follows:—

1. Both the said Plaintiff and the said Defendant shall be at liberty to examine *viva voce* such witnesses as shall be produced on their behalf respectively with liberty to the other party to cross-examine the said witnesses *viva voce* the party producing any witness for examination being at liberty to re-examine him *viva voce* and all such questions whether on examination cross-examination or re-examination shall be reduced into writing and with the answers thereto shall be returned with this Commission.

2. Not less than seven days (exclusive of Sundays) before the examination of any witness on behalf of either of the said parties notice in writing signed by one of you and stating the time and place of the intended examination and the name of each witness to be examined shall be given to the other party or to his or her Attorney or Agent by delivering the notice to such party or to his or her Attorney or Agent or by leaving it at the usual place of abode or business of such party Attorney or Agent and if such party and his or her Attorney or Agent neglect to attend pursuant to the notice then one of you shall be at liberty to proceed with and take the examination of the witness or witnesses *ex parte* and adjourn any meeting or meetings or continue the same from day to day until all the witnesses intended to be examined by virtue of the notice have been examined without giving any further or other notice of the subsequent meeting or meetings.

3. In the event of any witness on his or her examination cross-examination or re-examination producing any book document letter paper or writing and refusing for good cause to be stated in his or her deposition to part with the original thereof then a copy thereof or extract therefrom certified by such one of you as shall be present and acting to be a true and correct copy or extract shall be annexed to the witness's deposition.

4. Each witness to be examined under this Commission shall be examined on oath affirmation or otherwise in accordance with his or her religion by or before such one of you as shall be present and acting at the examination.

5. The execution of this Commission shall be in accordance with the instructions hereunto annexed.

6. The depositions together with any documents referred to therein or certified copies thereof or extracts therefrom shall be sent by post to the Consul-General of the United States at Shanghai on or before the fourteenth day of July next enclosed in a cover under the Seals or Seal of you or such of you as have been present and acting at the examination of any witness.

Witness my hand and the Seal of this Court this twenty-eighth day of March A.D., One thousand eight hundred and eighty-two.

(Signed) O. N. DENNY,

[Seal of the Court.] *United States Consul-General, Acting Judicially.*

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI, CHINA.

Between CHARLES EUGENE HILL, *Petitioner*,

AND

ELIZABETH ADAMS HILL, *Defendant.*

United States of America State of
New York Onondaga County.

JAMES A. McCORMICK being duly sworn deposes and says:—That he is twenty-nine years of age, a resident of the City of Syracuse, County of Onondaga in said State of New York, and

That on the ninth day of May in the year One thousand eight hundred and eighty-two at Number 81 E. Fayette Street in said City of Syracuse, he personally served the annexed Commission on Elizabeth Adams Hill, the Defendant in the above entitled cause by delivery of a copy thereof to her personally and leaving the same with her.

And that he knew the person so served as aforesaid to be the person mentioned and described in said Commission as the Defendant in said Cause.

(Signed) JAS. A. McCORMICK,

Subscribed and sworn to before me
this 9th day of May, 1882,

(Signed) A. A. SCHENCK,
Notary Public in and for Onondaga Co., N.Y.

(Signed) THOMAS GREENWOOD,
Commissioner.

STATE OF NEW YORK, ONONDAGA COUNTY CLERK'S OFFICE.

I, WILLIAM COWIE, Clerk of said County, and of the Supreme and County Courts therein, which are Courts of Record, do hereby certify that A. A. Schenck whose name is subscribed to the Jurat of the annexed Instrument, was at the time of taking such proof or attestation, a Notary Public in and for said County, and duly authorised to take the same, and that I am well acquainted with his handwriting, and verily believe the signature to said Jurat to be genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County and Courts at the City of Syracuse, this 9th day of May, 1882.

(Signed) WM. COWIE,
Clerk.

[Seal of the Court.]

(Signed) THOMAS GREENWOOD,
Commissioner.

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI, CHINA.

Between CHARLES EUGENE HILL, *Petitioner*,

AND

ELIZABETH ADAMS HILL, *Defendant.*

United States of America State of
New York Onondaga County.

JAMES A. McCORMICK being duly sworn deposes and says :—

That he is twenty-nine years of age, a resident of the City of Syracuse, County of Onondaga and State of New York.

That on the ninth day of May, A.D., 1882, at Number 81 E. Fayette Street in said City of Syracuse he personally served the annexed notice of examination of witness in behalf of the Plaintiff in the above entitled cause upon Elizabeth Adams Hill, the Defendant in said cause, by delivering a copy thereof to her personally and leaving the same with her.

And that he knew the person so served as aforesaid to be the person mentioned and described in said notice as the Defendant in said Cause.

(Signed) JAS. A. McCORMICK.

Subscribed and sworn to before me
this 9th day of May A.D., 1882.

(Signed) A. A. SCHENCK.
Notary Public in and for Onondaga Co., N.Y.

(Signed) THOMAS GREENWOOD,
Commissioner.

[Notarial Seal]

STATE OF NEW YORK, ONONDAGA COUNTY CLERK'S OFFICE.

I, WILLIAM COWIE, Clerk of said County and of the Supreme and County Courts therein, which are Courts of Record, do hereby certify, that A. A. Schenck, whose name is subscribed to the Jurat of the annexed instrument, was at the time of taking such proof or attestation a Notary Public in and for said County and duly authorised to take the same and that I am well acquainted with his handwriting, and verily believe the signature to said Jurat to be genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County and Courts, at the City of Syracuse this 9th day of May, 1882.

(Signed) WM. COWIE,
Clerk.

[Seal of the Court.]

(Signed) THOMAS GREENWOOD,
Commissioner.

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI, CHINA,

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Between CHARLES EUGENE HILL, *Plaintiff,*

AND

ELIZABETH ADAMS HILL, *Defendant.*

To

ELIZABETH ADAMS HILL,
Defendant in the above entitled cause.

You will please to take notice that pursuant to a Commission duly issued in the above entitled cause, the 28th day of March A.D., 1882, the following named witnesses, viz.,

Henry McGilvery, Horatio N. Twombly, J. de Berniere Smith will be examined in behalf of the Plaintiff in said cause before me, the undersigned, (the persons, first and secondly, in said Commission named to act as Commissioner thereunder and as therein directed being unwilling so to act), at Rooms 13 and 14 in the Continental (Insurance) Building at Number 204 Montague Street in the City of Brooklyn, County of Kings, and State of New York on the 19th day of May A.D., 1882, at 10 o'clock a.m. of that day.

Dated New York City, the 8th day of May A.D., 1882.

Yours, &c.,

THOMAS GREENWOOD,

Commissioner.

Room 85, Post-Office Building,

New York City, New York.

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI, CHINA.

Between CHARLES EUGENE HILL, *Plaintiff*,

AND

ELIZABETH ADAMS HILL, *Defendant.*

Depositions of witnesses produced sworn or affirmed and examined before me Thomas Greenwood Commissioner (the persons first and secondly named to act as Commissioner being unwilling so to act) at 10 o'clock A.M. this 19th day of May A.D. One thousand eight hundred and eighty-two at Rooms 13 and 14 Number 204 Montague Street in the City of Brooklyn County of Kings State of New York in the United States of America under and by virtue of a Commission issued out of the United States Court for the Consular District of Shanghai China in a certain cause therein depending between Charles Eugene Hill Plaintiff and Elizabeth Adams Hill Defendant and pursuant to a notice hereunto prefixed dated the 8th day of May A.D. One thousand eight hundred and eighty-two given under and by virtue of said Commission and personally served upon said Defendant the 9th day of May A.D. One thousand eight hundred and eighty-two as follows :—

Appearances for Plaintiff, M. D. WILBER,
Attorney and Counsellor.

For Defendant, No one.

(Signed) THOMAS GREENWOOD,
Commissioner.

HENRY McGILVERY of Belfast, County of Waldo, Maine, United States of America, Shipbuilder, aged sixty-two years being duly and publicly sworn and examined on the part of said Plaintiff doth depose and say as follows :—

Q.—Are you acquainted with the parties to this cause ?

A.—I am.

Q.—How long have you known them ?

A.—I have known the Plaintiff herein since 1861, and the Defendant since 1862.

Q.—Where did you first know them as husband and wife ?

A.—At Shanghai, Empire of China.

Q.—During what year ?

A.—During 1862.

Q.—When next did you see them ?

A.—I next saw them in Shanghai during 1864 and 5.

Q.—Did either of them subsequently take passage with you on your ship ?

A.—Yes.

Q.—At what time was this ?

A.—I left Shanghai about 1st of March 1865 bound for New York and arrived in New York about July 26th 1865.

Q.—Upon what ship ?

A.—Ship "Resolute" of New York.

Q.—Who commanded the ship ?

A.—I was her Commander.

Q.—Which of the parties came with you ?

A.—Mrs. Hill the Defendant came as passenger in my charge.

Q.—Where did Mrs. Hill the Defendant go on her arrival in New York ?

A.—I saw her to her friends in New York.

Q.—When did you see her next?

A.—I saw her at the Fifth Avenue Hotel in the City of New York about 1866 and at various times thereafter in the United States up to the Autumn of 1879.

Q.—State where?

A.—At my house in Belfast, Maine, during the years 1866, 67 and 68, also in 1872, and occasionally up to 1876, I met her as a guest of my family. During said years I also met her occasionally at Syracuse, State of New York, Naples, Maine, Bridgeport, Connecticut and other places. From 1876 to 79 I saw her several times at Bridgeport, Connecticut.

Q.—Were all these visits of a social nature?

A.—All, with the exception of those made from 1878 to 9 at Bridgeport, which were for matters of business.

Q.—What were your relations towards Mrs. Hill the Defendant during these years?

A.—My relations were simply those of a friend until about 1878.

Q.—What was the nature of the business interview at Bridgeport of which you have spoken?

A.—As a mutual friend of both the Plaintiff and the Defendant, I had been informed by each of them that there were unfriendly relations existing between them, and at repeated requests made to me by Defendant by letter, I visited her to counsel with her as to their relations. I had also letters from the Plaintiff to visit Defendant for the same purpose. At the first of these interviews, I met the Defendant alone; this was about January 25th 1878. On the following morning Mr. Hill, the Plaintiff, arrived from China, and I saw both Defendant and Plaintiff together. At that time they had been living apart for several years, she in Bridgeport, Connecticut and elsewhere in the United States and in Europe, where she was travelling, and he in China. During the years from 1872 to 78, Mr. Hill, the Plaintiff, had requested Mrs. Hill the Defendant, in my presence repeatedly to return to China with him and live with him as his wife. She always refused to do so, these refusals were in my presence.

Q.—Were any of these requests made by the Plaintiff to the Defendant to return with him to China and live with him as his wife made prior to the time of the interview which you have been relating?

A.—Yes.

Q.—When and where?

A.—On several occasions, on each of his returns from China during the years from 1872 to 8, at my house in Belfast, Maine, and at Bridgeport, Connecticut, and other places, he requested her in my presence to return with him and live with him as his wife, and stated in my presence to her at such times that he had come home from China for that purpose. On one occasion he stated to her in my presence that he had engaged a passage for her and their child to China.

Q.—How many times to your own knowledge did Mr. Hill the Plaintiff return home from China during these years?

A.—Three times at least.

Q.—What was the nature and result of your first interview with the parties, the Plaintiff and the Defendant, at Bridgeport, of which you have spoken?

A.—Each of them made to me a statement of their difficulties, and in my presence they together agreed to abide by my advice and decision. Thereupon I advised Mrs. Hill, the Defendant, to return with her husband to China, forget the past and live with Mr. Hill, the Plaintiff, as she did when I saw them there. This she agreed to do. The Plaintiff manifested decided satisfaction and pleasure at the arrangement so agreed upon.

Q.—Was this arrangement carried out?

A.—No, at a further interview the next day the Defendant Mrs. Hill, came to me and stated that she would not go back to China with the Plaintiff and that she would not live with him any way.

Q.—Did she assign any reason for not going back with him to China ?

A.—She did.

Q.—What were they ?

A.—First, she did not like to live in that heathen country, she did not want to leave her family and her friends, she was not willing to throw away her social life by going to China.

Q.—Did she assign any reason why she would not live with him ?

A.—She did.

Q.—What were they ?

A.—She said in substance, if she went with him, she had to be controlled by him, and she wished to live by herself, go where she pleased, do as she pleased, and would not be controlled by any one.

Q.—Did she at that time or has she at any time since returned to China with him ?

A.—She did not and has not.

Q.—At the time of the Bridgeport interview spoken of at length were Mr. Hill's (the Defendant's) trunks at Bridgeport ?

A.—Yes.

Q.—Where were they ?

A.—In my room at the Sterling House in Bridgeport until I left when they were taken to the room of Mrs. Hill.

Q.—Did you see the contents of these trunks ?

A.—Yes, I helped Mr. Hill pack them.

Q.—What were the contents of these trunks ?

A.—Account books, papers and wardrobe belonging to him, Mr. Hill.

Q.—Who took these trunks to Mrs. Hill's room ?

A.—Mr. Hill and myself.

Q.—Did you leave the Sterling House with Mr. Hill ?

A.—I did.

Q.—Did he take his (these) trunks with him ?

A.—No.

Q.—Did you subsequently have any conversation with Mrs. Hill about these trunks and their contents, and if so, what ?

A.—Yes, she stated that when Mr. Hill was about ready to go to China he sent for his (these) trunks, and she refused to send them to him, I asked her why she refused to send them and she said "I have a purpose I want him to come for them himself." She also stated that she had taken out of the trunks such papers as might be used in any divorce proceedings instituted by her against him and such papers as might be of use to him for any purpose, and therefore she had the advantage of him.

Q.—Were divorce proceedings instituted by Mrs. Hill against Mr. Hill, soon after her refusal at Bridgeport to return with him to China ?

A.—Yes.

Q.—Did you at any time have any conversation with Mrs. Hill about these divorce proceedings, and if so, what ?

A.—Yes, after divorce proceedings were commenced she said to me that the papers in these proceedings had been prepared and lawyers engaged for them by her some weeks before Mr. Hill returned from China and in anticipation of his return. I asked her, why she thought of such proceedings ; she said, she knew that he would want her to go back to China and live there with him, and she was bound not to go, and she was determined to put a stop to his constant efforts to have her go back to China with him, by getting a divorce, and that if she succeeded she would hold the property in China.

Q.—Did she say anything about the property in China, and if so what ?

A.—She said that there was a large lot of property in Shanghai, China which Mr. Hill

had conveyed to her in trust for their family to protect them in the event of any financial reverses, but she could not sell or realize upon it, she could only receive the income of it. She further said that if she succeeded in getting the divorce, the Court would award her at least the property in Shanghai. She had frequently spoken of this property before this, but had never claimed it as her own.

Q.—When, after the commencement of divorce proceedings by Mrs. Hill against Mr. Hill, did he return to China ?

A.—In about two or three weeks.

Q.—What relation, if any, did you sustain to either of these parties ?

A.—I acted as Mr. Hill's agent under instructions and by power of attorney either to compromise with Mrs. Hill or to contest the suit.

Q.—Did you have any interviews with Mrs. Hill for the purpose of compromising the suit and settling the difficulties with the parties, and if so, what ?

A.—Yes, I went to Bridgeport, pursuant to Mr. Hill's instructions to see her several times and made several offers to settle their difficulties. I offered to have deeded to her in fee the Shanghai property then held by her in trust and to allow her to retain as her own all the moneys and personal property which he had placed in her charge and then in her possession, the Plaintiff to allow her to have a decree of divorce provided she would have her complaint amended by striking out all criminal allegations. This she refused unless he, Mr. Hill, would give her $25,000 in addition. I told her he was not able to pay this amount and I failed in all overtures of settlement.

Q.—What if anything was said by her to you about your acting as Mr. Hill's agent ?

A.—She said she was dissatisfied with me for acting for Mr. Hill and against her, and she constantly reiterated this and I as often replied that I was not acting against her, but in the interests of them both, she replied " Why do you stick by him and drop me, I have all the money, he has nothing but what I give him." She gave me to understand that she had a large sum of money.

Q.—What amount of money or property did she state she possessed or had under her control ?

A.—She spoke of money property and stocks, and proposed stock and real estate investments, together with mortgages and money in Bank amounting at least to $100,000.

Q.—In her objections to your acting as Mr. Hill's Agent did she or did she not, use any influences to induce you to act as against him and for her ?

A.—She did.

Q.—State what ?

A.—She said that any favour she had in her power either in money or otherwise she would grant me as long as I lived.

Q.—State what, if anything Mrs. Hill did at any of your interviews with her to procure your influence for her or her influence over you or to induce you to act for her ?

A.—She urged me to spend my time with her in her private room and much of the time she was alone. She frequently locked the door. At such times she was very affectionate, would voluntarily come and sit in my lap and hug and kiss me of her own accord. At such times she would open her dress and expose her bosom so that I could put my hand upon it. On one occasion she sent her boy Frank to my room about 7 o'clock in the morning for me to come to her room. I went to her room at the boy's call, when I entered the room she told him he might go to play in the hall. She then locked the door. She immediately caught me in her arms and hugged and kissed me, showed me her bosom and asked me if I did not think it was a good one, and pressed it against me. She had unhooked her wrapper the whole length ; underneath she had nothing but a chemise which was open at the bosom. At this stage of her conduct I became disgusted and indignantly told her that she could not in this way obtain any influence over me. Whereupon she flew into a towering passion and I left the room.

Adjourned at 5 o'clock P.M. May 19th, 1882, until 9 o'clock A.M. May 20th, 1882.

THOMAS GREENWOOD,
Commissioner.

Rooms 13 and 14 No. 204 Montague Street, Brooklyn, County of Kings, New York, United States.

9 o'clock May 20th, 1882. Examination of Henry McGilvery continued, before me.

THOMAS GREENWOOD,
Commissioner.

Appearances for Plaintiff, M. D. WILBER,
Attorney and Counsellor.

For Defendant, No one.

Q.—Did you have any subsequent interviews with the Defendant, Mrs. Hill ?

A.—I did.

Q.—What was the purpose of these subsequent interviews ?

A.—The purpose was to bring about a settlement of the difficulties between Plaintiff and Defendant, and of the suit for divorce.

Q.—How long did you continue to have interviews with the Defendant for the purpose you have stated ?

A.—I continued to have interviews with her for that purpose up to September 28th, 1878.

Q.—Did you have an interview with her September 28th, 1878 ?

A.—I did.

Q.—State the nature and result of that interview ?

A.—I went to the Defendant's hotel in Bridgeport, Connecticut, to make her a further and final proposition of settlement of these difficulties between her and the Plaintiff and of the divorce suit.

Q.—Did you meet her and submit to her the proposition you have mentioned ?

A.—I did, in the parlour of her hotel.

Q.—Did she accept the proposition ?

A.—No, she refused to accept it.

Q.—Did she make counter propositions to you as to settlement of these difficulties and the divorce suit ?

A.—Yes, she did.

Q.—What were they ?

A.—She demanded as before, all the moneys and personal property then in her possession and under her charge, the deeding in fee to her of all the real estate in Shanghai, China, and $25,000 in cash in addition.

Q.—Did you accept this proposition ?

A.—No, I did not. I informed her I could not as he neither had money, property or credit to carry out such a proposition, and I said to her that her demands were unreasonable and that she was acting under bad advice in making such demands ; that she was not acting under her own judgment, or she would not make them.

Q.—What reply, if any, did she make to that ?

A.—She said "who has advised me ?"

Q.—What did you then say ?

A.—I said her brother Frank was one.

Q.—What reply did she make to that ?

A.—She said, "Yes, he is one of my advisers and a good friend too."

Q.—What did you say then ?

A.—I replied I had no confidence in him, that I did not believe the community had where he was known, and in substance that he was not to be trusted.

Q.—What then occurred ?

A.—My refusal to accept her proposition as to settlement of the difficulties between her and the Plaintiff had already angered her, and my remarks about her brother still further angered her to such a degree that she sprung to her feet in a perfect rage, and before I could arise from a very low arm chair in which I was sitting she caught me by my hair with her left hand, jammed my head down, and with her right hand seized a large earthenware ice pitcher, filled with ice and water standing on the table within reach and with it struck me over the back of the head several blows with such force as to break the pitcher into pieces, cutting my head to the skull in several places ; I put up my hand to protect myself from further blows, and with the handle of the pitcher and with a large piece still attached, she struck it so violently as to cut it across the back severing the blood vessels and cords and causing an irremediable and serious injury. The blood from the severed blood vessels of my head and hand ran in streams into my eyes and down my person, forming pools on the floor. At first I was stunned, but as soon as I began to recover my senses, I seized her arms whereupon she commenced biting my arms and scratching my face. I then said to her "I shan't hurt you, but you shan't hurt me any further." I then released her arms and she caught my watch, which had been drawn out of my pocket, and attempted to throw it through the window. This I prevented by catching hold of it. She then turned and left the room and I was taken to a surgeon who dressed my wounds.

Q.—During this assault what, if anything, did she say to you ?

A.—She used the words "Damn you, I will kill you," and continued to repeat them.

Q.—Have you ever had any further interview with the Defendant since this occurrence ?

A.—No, I have not.

Q.—You have already stated that you were more or less intimate with the Plaintiff and Defendant during their married life. What from such acquaintance with them do you know of the treatment of the Defendant by the Plaintiff ?

A.—The Plaintiff has always been extremely liberal, indulgent and kind to the Defendant.

Q.—How has the Plaintiff shewn to the Defendant his liberality, indulgence and kindness ?

A.—By furnishing her with a luxurious home while she was in China, and with the means of living luxuriously in this country. He always furnished her with an extensive and luxurious wardrobe and with expensive personal ornaments, including several sets of costly jewelry, which she used to state was worth in the aggregate $20,000. He also furnished her with ample means to travel whenever she desired and wherever she pleased, either in Europe, this country or elsewhere. He also placed abundant means at her disposal and the amount for her personal use was only limited by her pleasure. I never knew of a word or act on the part of the Plaintiff to the Defendant, but was that of a kind and indulgent husband.

Q.—What if anything do you know of any acts of unfaithfulness or infidelity on the part of the Defendant towards the Plaintiff ?

A.—I know nothing personally other than what I have already stated of her conduct at my interviews with her at the Sterling House in Bridgeport.

Q.—What, if anything, has she stated to you of her conduct and intercourse with other persons than her husband the Plaintiff since their marriage ?

A.—During her passage from China to New York of which I have spoken, she stated to me that during a visit which she had made to Nagasaki, Japan, where the Plaintiff her husband had sent her for her health from Shanghai, her private room was within view of that of a gentleman by the name of Bowra, who she said was a very handsome and fascinating man that she liked very much, that she used to stand before her window in her sleeping clothes and expose her person to him as he stood at his window. That this she continued until one night he became so excited that he climbed up into her room through her window. She also stated that

during her stay at Nagasaki, she and this man Bowra were accustomed to pull down the harbour in a boat by themselves and upon the beach on the islands there go in bathing together.

Q.—Has she ever made any other statement to you of her conduct and intercourse with any other person than her husband the Plaintiff since their marriage ?

A.—During the year 1876 she stated to me that she visited the Centennial Celebration at Philadelphia, Pennsylvania, before her husband's (Mr. Hill's) return from China, and remained at and in a hotel with one A. H. Ladd, of Portsmouth, New Hampshire, for the period of two weeks. She afterwards stated under oath in Court in my presence that the said Ladd returned with her from Philadelphia and took her to a hotel in New York, that she first made his acquaintance on the railroad cars between Boston, Massachusetts and Bridgeport, Connecticut, that he was an entire stranger when she first met him and that they introduced themselves, that at his written request, she met him at various times, at hotels in New York, in Boston and in Bridgeport.

Q.—Did you know a person by the name of Charles Goodridge ?

A.—Yes.

Q.—Do you know where he resided from the year 1865 to 1872, and if so, state where ?

A.—Yes, part of the time at Portland, Maine, part of the time at Naples, Maine, and part of the time at Westbrook, Maine.

Q.—Did the Plaintiff have a residence at Naples, Maine, from the year 1865 to 1872 ?

A.—Yes.

Q.—Where did Mrs. Hill, the Defendant, reside during the years 1866, 7 and 8 ?

A.—At Naples, Maine.

Q.—Did Goodridge reside at Naples, Maine, during these years ?

A.—Yes, he did.

Q.—Where was the Plaintiff during the last year of the Defendant's residence at Naples, Maine ?

A.—In China.

Q.—Do you know the reputation of Goodridge in Naples and other communities where he lived as to morals ?

A.—Yes, I do.

Q.—What was it ?

A.—His reputation was that of a fast and unchaste man, and known as a woman's man.

Q.—Did you ever see this man Goodridge with Mrs. Hill, the Defendant, and if so when and where ?

A.—Yes, at the Preble House in the City of Portland, Maine, about the year 1870.

Q.—Did you ever converse with Mrs. Hill, the Defendant, about this man Goodridge's reputation, and if so, what did you say ?

A.—Yes, I told her his reputation, to put her upon her guard, and I expressed my surprise at seeing her with him.

Q.—Did you see them together subsequent to this interview with her, and if so, state where ?

A.—No, not together, but I saw each of them separately, while they were stopping at the same time in the Falmouth Hotel in Portland, Maine.

Q.—State where you saw the Defendant on this occasion and under what circumstances ?

A.—I was in Portland on business and went to the Falmouth House for the purpose of stopping there. After registering my name I noticed from the Hotel Register that Mrs. Hill, the Defendant, was stopping there. After tea I went to her room to call upon her. I knocked and after waiting some time, she came to the door and opened it a little way. I saw that she was only partly dressed and I asked her if she had retired for the night. She replied, "I am tired, I have retired for the night, excuse me, I will see you in the morning."

Q.—At what hour did you make this call ?

A.—About 8 o'clock in the evening.

Q.—What next occurred ?

A.—The early hour and her evidently disturbed appearance and excited manner satisfied me that she was not alone. I remained in sight of her door to determine whether she was alone or not.

Q.—While remaining there what, if anything, did you see ?

A.—Between 9 and 10 o'clock of the same evening she opened the door very carefully, put her head out and looked up and down the hall, she then shut the door. At about 11 o'clock she opened the door again very carefully and looked up and down the hall, and shut it again. Very soon after, I saw a man come out of her room and go down stairs. I followed him to the bar-room, where there was a bright gas-light. I then saw the man to be Charles Goodridge. After taking a glass of brandy he sat down awhile, then took another and left the house.

Q.—Do you know of anything further as showing the conduct of the Defendant towards the Plaintiff, and if so, state what ?

A.—Yes, I know that about a year ago she had him arrested, and committed to prison under charge of kidnapping her child.

Q.—Whose child was this ?

A.—His child by her, their son.

Q.—How old was he ?

A.—About sixteen.

Q.—Can you state any other acts on her part towards him, the Defendant ?

A.—Yes, at the time of his arrest, she brought three suits against him for large damages and claims without specifying the causes of action.

Q.—Did you see the papers in these suits served, and if so, where were they served ?

A.—Yes, they were served upon him in New York City, where he was confined under arrest for kidnapping.

Q.—Do you know who served these papers upon him, and if so, who was it ?

A.—An officer from Syracuse, New York State.

Q.—Does the Defendant now live in Bridgeport, Connecticut, and if not, do you know where she now lives ?

A.—No, she does not now live in Bridgeport ; I understand she now lives in Syracuse, New York.

Q.—You have stated that you have at various times received letters from Mrs. Hill, the Defendant, have you ever seen her write, and if so, do you know her handwriting ?

A.—Yes, I have seen her write a great many times, and know her handwriting.

Q.—Have you any letters written and addressed by her to you ?

A.—Yes, I have a great many.

Hereupon and before the termination of the examination of this witness, Henry McGilvery, J. de Berniere Smith, a witness named in the aforesaid Notice of Examination, was at his request and for his convenience, duly and publicly sworn and examined. His testimony will follow in order after that of the said witness, Henry McGilvery. At 5 o'clock P.M. of this 20th day of May A.D. 1882, an adjournment is taken until May 22nd 1882 at 10½ o'clock A.M.

(Signed) THOMAS GREENWOOD,
Commissioner.

Rooms 13 and 14, No. 204, Montague Street, Brooklyn, King's County, New York, United States. 10½ o'clock A.M., May 22nd 1882. Examination of Henry McGilvery continued before me,

(Signed) THOMAS GREENWOOD,
Commissioner.

Appearances for Plaintiff, M. D. WILBER,
Attorney and Counsellor.

For Defendant, No one.

Q.—You have stated that you have a great many of such letters, have you any of them present?

A.—Yes, a letter of September 30th, 1877, also a letter of December 23rd, 1877, and letter of February 15th, 1878. (The witness here produces said letters.)

Plaintiff's Counsel offers in evidence said letter of September 30th, 1877, marked Exhibit "A" and subscribed by the witness Henry McGilvery; also said letter of December 3rd, 1877, marked Exhibit "B" and subscribed by the witness Henry McGilvery; and said letter of February 15th, 1878, marked Exhibit "C" and subscribed by the witness Henry McGilvery.

Q.—Have you ever had in your possession any other letters written and addressed by her to you than those now in your possession and those just mentioned and put in evidence?

A.—I had; several of which were introduced in evidence in the Divorce Suit brought by Defendant against the Plaintiff in the Superior Court for Fairfield County, Connecticut.

Q.—Have you any knowledge where the last mentioned letters now are?

A.—No, I have not.

Q.—Have you made diligent efforts to find them?

A.—Yes, I have made diligent efforts to find them, but have been unable to find any of them.

(Signed) HENRY McGILVERY.

Examination taken, reduced to writing and by witness subscribed and sworn to this 22nd day of May, 1882, before me

(Signed) THOMAS GREENWOOD,
Commissioner.

Deposition of the witness J. de Berniere Smith produced sworn and examined this 20th day of May A.D. 1882 in the year 1882 at Rooms 13 and 14 Number 204 Montague Street in the City of Brooklyn County of King's State of New York in the United States of America under and by virtue of a Commission issued out of the United States Court for the Consular District of Shanghai China in a certain cause therein depending between Charles Eugene Hill Plaintiff and Elizabeth Adams Hill Defendant and pursuant to a notice hereunto prefixed dated the 8th day of May A.D. 1882 (and the adjournments made thereunder) given under and by virtue of said Commission and personally served upon said Defendant the 9th day of May A.D. 1882.

Appearances for Plaintiff, M. D. WILBER,
Attorney and Counsellor.

For Defendant, No one.

J. DE BERNIERE SMITH of Brooklyn, County of Kings, and State of New York, Secretary of the China and Japan Trading Company, Limited, of New York City, aged 30 years, being duly and publicly sworn, and examined, on the part of the Plaintiff, doth depose and say as follows, viz:—

Q.—Do you know the parties to this cause?

A.—Yes, I do.

Q.—What is your business relation to the Plaintiff, if any?

A.—For several years I had a Power of Attorney to act as his fiduciary agent in New York.

Q.—When did you enter the service of the China and Japan Trading Company, Limited, of New York?

A.—When the Company succeeded H. Fogg & Co.

Q.—Were you connected with H. Fogg & Co.?

A.—Yes, for a time I had charge of their books.

Q.—What house did they succeeed? if any?

A.—The house of W. H. Fogg & Co.

Q.—As Secretary of the China and Japan Trading Company have you access to the books of W. H. Fogg & Co., and of H. Fogg & Co., and of the present Company?

A.—Yes, I have.

Q.—Do those books show accounts of the Defendant with those houses during the years 1867 to 1878 inclusive?

A.—Yes, they do.

Q.—Have you examined those accounts?

A.—Yes, I have.

Q.—What do those accounts show?

A.—They show that there was deposited during those years to the credit of the Defendant the sum of $31,292 $\frac{29}{100}$ and the corresponding amount was paid out and charged to her account.

Q.—Have you made an abstract of those accounts for those years?

A.—Yes, I have.

Q.—Will you please present it?

A.—Yes, this is the abstract of such accounts (handing Commissioner the same.)

Plaintiff's Counsel offers in evidence abstract of accounts referred to in the evidence of witness, marked Exhibit "D" and endorsed "At the execution of a Commission for the examination of witness between Charles Eugene Hill Plaintiff, and Elizabeth Adams Hill Defendant this paper writing or abstract was on this 20th day of May A.D. 1882 produced and shewn to J. de Berniere Smith a witness in behalf of said Plaintiff and by him deposed unto at the time of his examination (on the said 20th of June) before me and marked Exhibit D by me."

(Signed) THOMAS GREENWOOD,
Commissioner.

Q.—Is the abstract by you presented, a correct transcript of the accounts of the Defendant as set forth in the books of the houses you mentioned and for the years 1867 to 1878 inclusive?

A.—Yes to the best of my knowledge and belief, with the exception of about $150 deposited to Defendant's account and paid out and charged to her account during the year 1876.

(Signed) J. DE BERNIERE SMITH.

Examination taken, reduced to writing and by the witness subscribed and sworn to this 20th day of May, 1882, before me

(Signed) THOMAS GREENWOOD,
Commissioner.

Deposition of the witness Horatio N. Twombly, produced, sworn, and examined this 22nd day of May in the year A.D. 1882, at Rooms 13 and 14, Number 204, Montague Street, in the City of Brooklyn, County of Kings, State of New York in the United States of America; under and by virtue of a Commission issued out of the United States Court for the Consular District of Shanghai, China, in a certain cause therein depending between Charles Eugene Hill Plaintiff and Elizabeth Adams Hill Defendant, and pursuant to a Notice hereunto prefixed, dated the 8th day of May A.D. 1882, (and the adjournments made thereunder) given under and by virtue of said Commission and personally served upon said Defendant the 9th day of May, 1882.

Appearances for Plaintiff, M. D. WILBER,
Attorney and Counsellor.

For Defendant, No one.

(Signed) THOMAS GREENWOOD,
Commissioner.

HORATIO N. TWOMBLY of the City County and State of New York, United States of America, Wholesale Merchant, aged 51 years, being duly and publicly sworn and examined on the part of said Plaintiff, doth depose and say as follows, viz :—

Q.—Are you acquainted with the parties to this cause ?

A.—Yes, I am.

Q.—How long have you known them ?

A.—The Plaintiff since 1858 and the Defendant since she came home from China in the year 1865.

Q.—Where were you in 1861 ?

A.—I was in Shanghai, China. I went there in 1860, and returned to this Country in 1862.

Q.—What was your business there ?

A.—I was Manager of the house of H. Fogg & Co.

Q.—What was Mr. Hill's, the Plaintiff's, business at that time ?

A.—He was connected with the same house, and was with me all the time I was in Shanghai.

Q.—Have you ever corresponded with the Defendant ?

A.—Yes, I have.

Q.—When did you first begin that correspondence ?

A.—I wrote first when I was in China in 1861 to her at Syracuse, New York.

Q.—Was this before the marriage of the Plaintiff and Defendant ?

A.—Yes.

Q.—What was the nature of that correspondence ?

A.—The Plaintiff was then engaged to be married to the Defendant and wanted her to come to China for that purpose. She wanted him to come home to this Country. At his request I wrote her it was not possible for him to do so and guaranteed her that if she came out to China as he wished and anything happened to him while on her way out that she would be cared for, while she was in Shanghai and arrangement made for her comfortable return home. I also instructed our correspondents in New York that, if she decided to go out to China they should arrange for her voyage out and supply her with all the funds she might desire. On my return to the United States I found she had drawn some $1,500 on the credit I had caused to be given her.

Q.—What, if anything, do you know of the treatment of the Defendant by the Plaintiff as to providing her with home and personal wants ?

A.—The Plaintiff was always extremely indulgent and generous in his treatment of her and supplied her abundantly and liberally with money, clothes, jewelry, and all other things that he thought could in any way contribute to her comfort or pleasure. His treatment of her personally was always kind, affectionate, and loving.

Q.—Have you ever known of any acts of severity or unkindness on his part towards her ?

A.—Never, I have never even heard him speak to her or of her an unkind or harsh word ; until after she had brought suit for divorce against him and the proofs of her previous conduct then made.

Q.—What, if anything, do you know of the Plaintiff's supplying the Defendant with funds or moneys for her personal expenses and for investment for herself and child ?

A.—During the years 1865 and 6, the Plaintiff sent to me from time to time from China moneys amounting in the aggregate to the sum of nearly $40,000. Pursuant to his instruction I invested it in trust for her. In addition to that sum, as I now remember, he sent her drafts of various sums for her personal and immediate use. Subsequently the bonds in which the sum of $40,000 was invested were transferred by me to her.

Q.—Do you know of his placing to her use in other years, moneys or funds ?

A.—I know generally that there was sent by him to the house of W H. Fogg & Co. of New York, with which I was connected, moneys and funds for her use. These were entirely at her disposal and she was at liberty to draw upon them at pleasure ; and did so draw.

Q.—Do you know of any real estate transferred to her through his purchase and at his instance ? If so, state what.

A.—Yes, I do. A tract of land in Minnesota, United States, 240 acres. A Trust Deed of property in Virginia, of which I was Trustee to secure the sum of $10,000.

Q.—Since the bringing of the divorce suit by Defendant against Plaintiff, have you ever seen or had any interviews with the Defendant ?

A.—Yes, I have.

Q.—State the purpose and nature of your interview with her ?

A.—At the request of Plaintiff in the Spring of 1879 at Bridgeport, Connecticut, I saw her for the purpose of negociating a settlement between the parties of their difficulties.

Q.—What instructions and authority, if any, had you from the Plaintiff to make such settlement ?

A.—He authorised me to offer and allow her to retain all the personal property, real estate, moneys and investments in her name, to her use, or in her possession in this Country (excepting only a few articles which were presents to him from friends including his Masonic Regalia and Jewels) and in addition to this she was to receive so long as she lived the income derived from the trust properties at Shanghai, the fee to go to their child after her death, and in the event of the death of both, to the heirs of him the Plaintiff ; but in no event to the Defendant or her relatives ; she to be allowed to have a decree of divorce without opposition from him, after striking from her petition in the divorce suit all criminal allegations made by her therein against him.

Q.—Did you convey to the Defendant the Plaintiff's proposition of settlement ?

A.—Yes, I did.

Q.—Was it accepted or agreed to by her ?

A.—No, she did not accept or agree to it.

Q.—What counter proposition, if any, did she make for the settlement of their difficulties ?

A.—She demanded all that the Plaintiff had offered, and in addition thereto that the trust property in Shanghai should be made over to her absolutely as her own property to do with as she pleased. She further demanded that the Plaintiff should pay her $25,000 in cash.

Q.—What reply, if any, did you make to that ?

A.—I answered that knowing the Plaintiff's circumstances it was impossible for him to pay her the money demanded ; and that even if it were possible, I could not advise him to give it. I also said that without the $25,000, she would, if she accepted his offer, have about all that he had.

Q.—Did that end the negociations ?

A.—No, she afterwards modified her demand by saying that instead of the $25,000 she would accept $1,000 a year for the next 10 years.

Q.—What if anything did you reply to that ?

A.—I told her that in his present circumstances I regarded it impossible for him to pay even that sum ; but that I would report the proposition to Plaintiff, which I did.

Q.—Subsequently to this did you have any correspondence with her ?

A.—Yes, she wrote me several letters to which I made replies.

Q.—Have you those letters ?

A.—Yes, I have a letter from her addressed to me dated December 24th, 1879, and one dated January 17th, 1880.

Q.—Do you know the Defendant's handwriting ?

A.—Yes, I do.

Q.—Are these letters presented by you in her handwriting ?

A.—Yes.

Plaintiff's Counsel offers in evidence said letter of December 24th, 1879, marked Exhibit "E" subscribed Horatio N. Twombly ; also said letter of January 17th, 1880, marked Exhibit "F" and subscribed Horatio N. Twombly.

Q.—Do you know of any other suits than the divorce suit that was brought by the Defendant against the Plaintiff ?

A.—Yes, I do.

Q.—What were they ?

A.—About a year ago she swore out a warrant and had him arrested for kidnapping, nd committed to prison.

Q.—For kidnapping whom ?

A.—Her child.

Q.—Did you see the papers in these proceedings ?

A.—Yes.

Q.—Did these papers show to the Judge issuing the warrant or any other person the elation, if any, of the child to Mr. Hill, the Plaintiff herein, and the Defendant in the proceedings or kidnapping ?

A.—No, they did not. There was not a word in them showing that Mr. Hill was the usband of the complainant therein (the Defendant herein) or that he was the father of child, nd that the child was his son, which was the fact.

Q.—Do you know of any other suits brought or caused to be brought by her against im the Plaintiff ?

A.—While he was under arrest in the suit I have just mentioned, he was in my presence rved with several summonses in suits brought by her against him.

Q.—State, if you know, for what these suits were brought ?

A.—No, I do not. The grounds were not stated.

Q.—State, if you know, whether these suits or any of them caused the Plaintiff herein obtain Bonds for his appearance for costs, &c. ?

A.—Yes. They required him to find bonds for a large amount, and the suits caused m great expense and trouble.

(Signed) HORATIO N. TWOMBLY.

Examination taken, reduced to writing d by the witness subscribed and sworn to this 22nd y of May, 1882, before me

(Signed) THOMAS GREENWOOD,
Commissioner.

At 4.20 o'clock P.M. this May 22nd, 1882, adjourned until the 10th day of June, 1882, 10 o'clock A.M.

(Signed) THOMAS GREENWOOD,
Commissioner.

Rooms 13 and 14, Number 204, Montague Street, Brooklyn, King's County, New York, United States, 10 o'clock A.M. June 10th, 1882, at the request of M. D. Wilber, Esq., Counsel for the Plaintiff, the undersigned waited one hour and no one appearing for the Defendant, an adjournment was taken until 12 o'clock of this day, viz: June 10th, 1882, for the examination of the witnesses named in and pursuant to the following (see next page hereof) Notice of Examination of witnesses for June 10th, A.D. 1882, at 10 o'clock A.M., dated May 22nd, A.D. 1882, and proof of due service thereof and endorsed "In the United States Court for the Consular District "of Shanghai, China, Between Charles Eugene Hill, Plaintiff, and Elizabeth Adams Hill, Defendant. "Notice of Examination of witnesses and affidavit of service thereof for June 10th, 1882, at 10 "o'clock A.M. Thomas Greenwood, Commissioner."

(Signed) THOMAS GREENWOOD,
Commissioner.

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI, CHINA.

Between CHARLES EUGENE HILL, *Plaintiff,*

AND

ELIZABETH ADAMS HILL, *Defendant.*

United States of America, State of New York.

JAMES A. McCORMICK being duly sworn deposes and says.—That he is twenty-nine years of age, a resident of the City of Syracuse, County of Onondaga, and said State of New York.

That on the second day of June A.D. 1882, at Number 81 East Fayette Street in said City of Syracuse he personally served the annexed Notice of Examination of witnesses in behalf of the Plaintiff in the above entitled cause, upon Elizabeth Adams Hill, the Defendant in said cause, by delivering a copy thereof to her personally and leaving the same with her.

And deponent further says that he knew the person so served as aforesaid to be the person mentioned and described in said Notice as the Defendant in said cause.

(Signed) JAS. A. McCORMICK.

Subscribed and sworn to before me this
2nd day of June A.D. 1882.

(Signed) F. W. BARKER,—*Notary Public,*
Onon: Co.

(Signed) THOMAS GREENWOOD,
Commissioner.

State of New York, Onondaga County Clerk's Office.

I, WILLIAM COWIE, Clerk of said County, and of the Supreme and County Courts therein, which are Courts of Record, do hereby certify, that F. W. Barker whose name is subscribed to the Jurat of the annexed instrument, was at the time of taking such proof or attestation a Notary Public in and for said County and duly authorised to take the same and that I am well acquainted with his handwriting and verily believe the signature to said Jurat to be genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of said County and Courts at the City of Syracuse this 2nd day of June, 1882.

(Signed) THOMAS GREENWOOD, *Commissioner.* (Signed) WM. COWIE, *Clerk.*

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI, CHINA.

Between CHARLES EUGENE HILL, *Plaintiff*,

AND

ELIZABETH ADAMS HILL, *Defendant.*

To

Elizabeth Adams Hill,

Defendant in the above-entitled cause.

You will please to take notice that pursuant to a Commission duly issued in the above-entitled cause the 28th day of March A.D. 1882 the following named witnesses, viz: M. D. Wilber, Jacob B. Klein, H. T. Blake will be examined in behalf of the Plaintiff in said cause before me, the undersigned, (the persons first and secondly in said Commission named to act as Commissioner thereunder and as therein directed being unwilling so to act) at Rooms 13 and 14 in the Continental Insurance Building at Number 204, Montague Street in the City of Brooklyn, County of Kings and State of New York, on the Tenth day of June A.D. 1882, at 10 o'clock A.M. of that day.

Dated New York City the 22nd day of May A.D. 1882.

Yours &c.,

(Signed) THOMAS GREENWOOD,
Commissioner.

Room 85, Post Office Building,
New York City,
New York.

12 o'clock, June 10th, 1882. Pursuant to last adjournment before me

(Signed) THOMAS GREENWOOD,
Commissioner.

Deposition of the witnesses Jacob B. Klein and Mark D. Wilber produced sworn and examined before me, Thomas Greenwood, Commissioner, at 12 o'clock M., this 10th day of June A.D. 1882, at Rooms 13 and 14, Number 204, Montague Street in the City of Brooklyn, County of Kings, and State of New York in the United States of America, under and by virtue of a Commission issued out of the United States Court for the Consular District of Shanghai, China, in a certain cause therein depending between Charles Eugene Hill, Plaintiff, and Elizabeth Adams Hill, Defendant, and pursuant to a Notice hereunto prefixed, dated the 22nd day of May A.D. 1882, and the adjournments heretofore and thereunder made, and personally served upon said Defendant the 2nd day of June A.D. 1882. From the hour of 10 o'clock A.M. until 12 o'clock M. of this 10th day of June, 1882, the undersigned was present at the aforesaid rooms, but no one appeared for the Defendant.

(Signed) THOMAS GREENWOOD,
Commissioner.

Appearances for Plaintiff, M. D. WILBER,
Attorney and Counsellor.

for Defendant, No one.

(Signed) THOMAS GREENWOOD,
Commissioner.

JACOB B. KLEIN of Bridgeport, County of Fairfield and State of Connecticut, Managing Clerk in the Law Office of Wilber, De Forest, and Norman, Attorneys and Counsellors of said Bridgeport, aged 21 years, being duly and publicly affirmed and examined on the part of the Plaintiff doth depose and say as follows :—

Q.—Do you know E. S. Sumner of Bridgeport, State of Connecticut ?

A.—Yes, and have for the past 6 or 7 years.

Q.—What is his official position ?

A.—Deputy Clerk of the Superior Court for Fairfield County, State of Connecticut.

Q.—Are you familiar with his handwriting ?

A.—Yes, I have seen him write a great many times. I saw him write and sign this Certificate (and affix the seal of said Superior Court thereunto) now shown me.

Certificate introduced in evidence marked Exhibit "G" and endorsed "At the execution of a Commission for the examination of witnesses between Charles Eugene Hill, Plaintiff and Elizabeth Adams Hill, Defendant, this paper writing was produced and shewn to Jacob B. Klein a witness in behalf of said Plaintiff and by him deposed unto at the time of his examination (on the said 10th of June, 1882) before, and marked Exhibit "G" by me

"THOMAS GREENWOOD,
"*Commissioner.*"

Q.—Are you familiar with the proceedings had in the suit mentioned in the certificate just shewn you and introduced in evidence ?

A.—I am and was at the time such proceedings were had.

Q.—Were you in Bridgeport, Connecticut, at the time of the entry of the decree in said suit ?

A.—Yes, I was.

Q.—What is the paper now shown you ?

A.—It is a copy of the decree made by me personally from the original in the office of the Clerk of the Court in which said suit was brought.

Q.—State, if you know, whether this copy decree was compared with the original thereof and certified to. If you answer yes, state by whom it was so compared and certified to ?

A.—It was compared and certified to by H. T. Blake, Clerk of the Court, in which said suit was brought.

Q.—Do you know the said H. T. Blake, and if so, are you familiar with his handwriting ?

A.—I know and have known him for about 5 years and during these years I have seen him write a great number of times, and I am familiar with his handwriting.

Q.—Is the signature "H. T. Blake, Clerk," to the certificate attached to this decree in the handwriting of the said H. T. Blake ?

A.—Yes, Sir.

Q.—Do you know the seal of the said Superior Court ?

A.—I do, the seal upon said certificate is the seal of said Court and was affixed by the said Clerk in my presence.

Certified copy of said decree introduced in evidence and marked Exhibit "H" and endorsed "At the execution of a Commission for the examination of witnesses between Charles Eugene Hill, Plaintiff and Elizabeth Adams Hill, Defendant, this paper writing was on this 10th day of June, 1882, produced and shown to Jacob B. Klein a witness on behalf of said Plaintiff, and by him deposed unto at the time of his examination on the said 10th of June before, and marked Exhibit "H," by me

"THOMAS GREENWOOD,
"*Commissioner.*"

Q.—You have stated that you were familiar with the proceedings had in said suit. The certified copy of said decree just shown you and introduced in evidence mentions an injunction. State, if you know, what that injunction was, and what proceedings were had thereunder ?

A.—An injunction was issued in said suit as prayed for in the petition of the Plaintiff therein, Elizabeth Adams Hill, restraining the Defendant therein, Charles Eugene Hill, from disposing of any of his property real or personal.

Q.—Subsequent to this injunction what other proceedings were had in the suit you have mentioned ?

A.—A writ of attachment was sued out by the Plaintiff therein, Elizabeth Adams Hill, against the property of the Defendant therein, Charles Eugene Hill, and the Sheriff of the said Fairfield County, under such writ, levied upon all the property of the Defendant in said County.

Q.—After the dissolution of the injunction by the decree you have referred to, state, if you know, what proceedings were had with reference to the property affected by such injunction and attachment ?

A.—The Sheriff in Company with Mr. Hill and myself went to the place where the goods were stored and opened several cases, boxes and trunks, in which the goods, the Sheriff informed us, had been placed by him. We found the cases, boxes and trunks empty of all the goods enumerated in the Sheriff's return to said writs of injunction and attachment.

Q.—Do you know whether these goods have ever been found ?

A.—No, I do not. I never have in anyway heard of them since.

Q.—Are you acquainted with the parties to this cause, in which you are now giving your testimony ?

A.—I am, they are the same parties as the parties to the suit mentioned in the copy decree and clerk's certificate this day shown me and testified to by me.

(Signed) JACOB B. KLEIN.

Examination taken, reduced to writing and by the witness subscribed and affirmed to this 10th day of June, A.D. 1882.

(Signed) THOMAS GREENWOOD,
Commissioner.

MARK D. WILBER of the City of Brooklyn, County of Kings, and State of New York (aged 51) an Attorney and Counsellor-at-Law, being duly and publicly sworn and examined on the part of the Plaintiff, doth depose and say as follows :—

Q.—Do you know the parties to this cause ?

A.—Yes, I do and at present am one of the Attorneys for the Plaintiff herein and was one of the Attorneys for the Plaintiff herein, Charles E. Hill, in the proceedings instituted by the Defendant herein, his wife Elizabeth A. Hill, against him in the Superior Court for Fairfield County, State of Connecticut, for divorce.

Q.—State, if you can, what paper this is that is now shown you ?

A.—It is my office copy of the petition for the injunction and attachment referred to in the testimony of the last witness Jacob B. Klein in the suit I have stated was brought in the Superior Court for Fairfield County, State of Connecticut.

Q.—Does the petition contain any other thing than the petition for injunction and attachment referred to ?

A.—Yes, in addition to the petition for injunction and attachment, which embodies the original petition for divorce, it also contains a copy of the injunction order, and the Sheriff's return thereon.

Q.—State, if you know, where the original of these papers are ?

A.—I do not know. I have made personal search among the files of the Court and have caused searches to be made by the Clerk of the Court and they cannot be found.

Copies of petition for injunction, attachment, divorce, injunction order and Sheriff's return thereto introduced in evidence marked Exhibit "I," and endorsed "At the execution of a Commission for the examination of witnesses between Charles Eugene Hill, Plaintiff and Elizabeth Adams Hill, Defendant, this paper writing was this 10th day of June, 1882, produced and shown to Mark D. Wilber a witness in behalf of said Plaintiff, and by him deposed unto at his examination (on the said 10th of June) before, and marked Exhibit "I" by me

"THOMAS GREENWOOD,
"*Commissioner.*"

Q.—State, if you can, what this paper is, that is now shown to you ?

A.—It is a certified copy of the report of F. B. Hall, the Committee appointed by the Superior Court of Fairfield County, State of Connecticut, to hear and report to the said Court the facts in the divorce proceedings I have mentioned as having been brought between the parties hereto.

Q.—You stated that this is a certified copy of such report. State, if you can, how it is certified ?

A.—It is certified by having attached thereto the official certificate of H. T. Blake, the Clerk of said Court, together with the seal thereof.

Q.—Do you know of your own knowledge that this is the certificate of said clerk, and the seal of said Court ?

A.—I do, I have known said clerk for 20 years, and know his handwriting for that time. I am a member of the bar of Attorneys and Counsellors for said County, and as such member am familiar with the seal of said Court and the signature of said clerk. The signature "H. T. Blake, Clerk" to this certificate, is the signature of said clerk, and the seal thereon is the seal of said Court.

Certified copy of report just mentioned, introduced in evidence, marked Exhibit "J" and endorsed "At the execution of a Commission for the examination of witnesses between Charles Eugene Hill, Plaintiff and Elizabeth Adams Hill, Defendant, this paper writing was on this 10th day of June A.D. 1882, produced and shown to Mark D. Wilber a witness in behalf of said Plaintiff and by him deposed unto at the time of his examination (on the said 10th day of June) before, and marked Exhibit "J," by me.

"THOMAS GREENWOOD,
"*Commissioner.*"

(Signed) MARK D. WILBER.

Examination taken, reduced to writing and by the witness subscribed and sworn to this tenth day of June, 1882.

(Signed) THOMAS GREENWOOD,
Commissioner.

EXHIBIT "*A*."

Sterling House, Bridgeport, Conn.,
September 30th, 1877.

My Dear Capt.,

Yours duly received and as usual glad to hear from you.

I had hoped to see you before this but though I want so much to see you all, I really *cannot* afford the trip to Belfast.

There is every prospect that Charlie is *now* in possession of the money for his claim but as I do not know anything certain (and he *may* be on the way home) I don't feel justified in spending a dollar more than necessary.

I want to see you and have a long talk, but unless you come here I don't see how I can.

I don't think it is of any use now for you to go to Washington but *you* must decide that ——— as the claim seems to be merely a matter of time and fighting with the Chinese Govt. and Ta-kee.

Now that they are working in Shuttlecock style, I don't see how the U. S. Govt. will be able to do anything, for nothing but a gunboat will do any good and our Govt. never *yet* was known to back their demands by gunboats.

What a nuisance it all is, and does it not make one disgusted with his Country, but it has always gone so in China and all foreign Countries.

I hope you will come here soon, Frankie wants to see you so much, and indeed we *all* do. I don't wish you to feel hard that I did not send Frank to you. He had so little time to be with Mama that she claimed it all, and I have no heart to refuse *her anything*, her health is miserable and spirits too.

I have many things to worry about but can't *write* them. I hope you will soon come. Lots of love to all the family,

Yours ever Sincerely,

LIBBIE.

EXHIBIT "*B*."

Confidential.

Sunday, December 23rd, 1877,
Box 120.

Dear Captain,

I want you to beg borrow or steal the money to come here for a day or two this week, Thursday or Friday, or come and stay over next Sunday. I will pay the Hotel Bill here, and come *you must.*

I am in dreadful trouble and more coming, what to do I know not, but I cannot write anything here, only come if you can at all for my happiness and soon.

Yours,

LIBBIE.

I shall go to N. Y. Wed'y to see some one but come that day; if you can, the sooner the better.

EXHIBIT "*C.*"

Box 1509,
Feb. 15, 1878.

DEAR UNCLE MC.

No letter from you since you returned to W. and I want to hear from you so much. C. says in letter received yesterday. That you "had gone to a private boarding house." I congratulate you on the *quiet* change, he also says that you and Dr. Yates are *my* backers, a piece of news which is very welcome to me, as neither of you have given me that assurance.

I am not able to write much to-day, am better in health than on Monday, as the medicines Dr. is now giving me makes me sleep better. Altogether I feel I have much *yet* to be thankful for, and that God is very good to me.

C. wrote me to send his trunks to N. Y., for good reasons I did not do so, he must come here for them. Will you kindly telegraph or write me if time allows when he *leaves* W. and if you will be here with him.

All well and send love to our dear Uncle.

Yours,

LIBBIE.

EXHIBIT "*D.*"

Abstract of Account of Mrs. C. E. Hill taken from the Books of Messrs. William H. Fogg & Company and of Messrs. H. Fogg & Company.

	Received.	*Paid.*
Year 1867	692.59	966.71
1868	5,558.26	5,150.95
1869	5,712.85	1,579.49
1870	2,022.50	1,374.90
1871	2,080.37	1,083.35
1872	1,856.69	2,321.24
1873	1,370.93	2,092.17
1874	288.79	3,806.10
1875	4,886.17	3,872.31
1876	1,384.50	2,792.18
1877	4,384.76	3,381.00
1878	1,053.88	2,871.89
	31,292.29	31,292.29

EXHIBIT "*E.*"

81, E. Fayette Street,
Syracuse N. Y.
December 24th, 1879.

DEAR MR. TWOMBLY,

You have said that you are my friend as well as Mr. Hill's.

If that is true will you not try to get him away from McGilvery's evil influence and help to settle the trouble between us.

I feel sure that could he know what I know of McGilvery he would not make him "Chief adviser" to the exclusion of more honest high minded men.

Of course you understand that I can never again live with him and if you feel disposed to assist me in this please let me know when and where I can see you and talk or if you prefer we may arrange by correspondence.

If you do not wish to say or do anything in the matter, understand that I shall not *blame* you at all and as I have written you without the knowledge or advice of *anyone*, be so kind as to not mention it; I expect to go to New York the last of next week and write thus early that I may have a reply before leaving and know where to find you.

Very truly yours,

E. A. HILL.

EXHIBIT "*F.*"

81, E. Fayette Street,
Syracuse N. Y.,
Jan. 17, 1880.

Dear Mr. Twombly,

You favor rec'd, I have not been to N. Y., but expect to go soon, and shall stop with a friend in 34th Street, or at the Grand Union.

I had thought of sending for Mr. Hill when there and trying to find out his views of a Settlement.

He must of course know that he cannot compel me to live with him and if he believes *one fiftieth* part of the charges which he has made against me, he certainly cannot wish to live with me. Now then what does he want. He cannot get the property away from me in China he has tried that and failed. I have more friends and money to-day than he has and can fight as long.

But what does he expect to gain by fighting. He must enjoy paying the bills of the leeches by whom he is surrounded. He would enjoy it more no doubt to know what they say behind his back.

I am perfectly willing to meet him and talk over matters, or have some friend of his meet me if he prefers.

I am as I have been from the first ready to make a fair Settlement but I shall not consent to be robbed of what is my own. What he has given me is as much my own as if you or any stranger gave it to me, therefore he has no right to demand that I give it back. Anything that is his I am as I before told you willing he should have. I have not from the first proposed any undue advantage. I have done everything as honourably as I knew how and you with many others *must* know how I have been slandered and abused by him and his agents.

Begging pardon for trespassing on your time I am as ever,

Yours truly,

E. A. HILL.

EXHIBIT "*G.*"

Office of the County Clerk and Clerk of the Superior Court,
Fairfield County, Conn.

Bridgeport Ct., May 24th, 1882.

This is to certify that the Cause of Elizabeth A. Hill v's. Charles E. Hill brought to the 1st Tuesday of March, 1878, was dismissed September Term 1879. Judge F. B. Hall was appointed a Committee, who reported :

Report was accepted Dec. 24/79. The original Petition is not on file in this office.

Attest,

E. S. SUMNER,
Asst. Clerk.

[Seal of the Court.]

EXHIBIT "*H.*"

At a Superior Court holden at Bridgeport in and for the County of Fairfield on the 24th day of December A.D., 1879.

Upon the Petition of Elizabeth A. Hill of Bridgeport in said County showing that on or about the 10th day of September A.D., 1862, she was lawfully married to Charles E. Hill with whom the Petitioner lived in the performance of all the duties of the marriage covenant on her part to be performed until on or about the 1st day of January, A.D., 1878.

And further shewing that the said Respondent at divers times during said period committed adultery with a Mrs. or Miss Loring about Jany. 1st 1878 on board the Steamer *City of Tokio* on her voyage from Shanghai China to San Francisco ; with Miss Sallie E. Wyman of San Francisco about the 1st day of February A.D. 1877 on board the Steamer *Oceanic* on her voyage from San Francisco to China ; about May 1st 1877 at the City of Shanghai ; about the 1st day of February 1878 at San Francisco. That Respondent for a period of more than 3 years last past has been guilty of intolerable cruelty towards the Petitioner.

And further showing that the said Respondent for a period of more than 3 years last past has been guilty of such misconduct as permanently destroys the happiness of the Petitioner and defeats the purposes of the marriage relation.

And further showing that said Petitioner has one minor child the issue of said marriage viz :—Frank Y. Hill of about the age of 13 years. And that the Respondent is an unfit person to have the control and custody of said minor child.

Praying for a divorce by her Petition on file dated Feby 12 A.D. 1878 more fully appears. Said Petition came to the February Term A.D. 1878 when said parties appeared and the Respondent filed his answer thereto as on file appears and thence by regular continuances to the Feby. Term 1879 when said parties again appeared and said Court on Motion did appoint how Frederick Hall a Committee to find the facts in said cause and report thereon to this Court and thence said Cause came again to this Court at its September term 1879 when said parties again appeared and said Committee made and filed his report as on file appears. And the Petitioner filed her remonstrance to said Report, as on file appears, on which said parties were fully heard before this Court with evidence and by Counsel. And on said hearing this Court find said Remonstrance to be untrue and insufficient and doth

overrule the same and doth find the said Report to be true and sufficient and doth accept the same and order the same to be lodged on file as a part of the Record in said Cause.

Thereupon the allegations in said Petition having been found untrue it is adjudged ordered and decreed by this Court that said Petition be and the same is hereby dismissed and the Injunction against the Respondent heretofore granted in said Cause against disposing of any of his property or from removing said minor child from the custody of Seth B. Jones is hereby dissolved.

H. T. BLAKE,
Clerk.

State of Connecticut,
Fairfield County, Superior Court.

EALIZABETH A. HILL,

vs.

CHARLES E. HILL.

I, HENRY T. BLAKE, Clerk of the said Court hereby certify that the within and foregoing is a true copy of the Original Decree in said Cause as on file and of record appears.

In witness whereof I have hereunto set my hand and seal of said Court at Bridgeport in said County this 15th day of January, 1880.

H. T. BLAKE,
Clerk.

[Seal.]

EXHIBIT "*I.*"

To the Honourable Superior Court at its term commencing at Bridgeport in and for Fairfield County on the second Tuesday of February A.D. 1878, to wit, to said Court to be holden at Bridgeport in said County on the first Tuesday of March A.D. 1878.

The Petition of Elizabeth A. Hill of said Bridgeport in Fairfield County humbly sheweth that on or about the 1st day of February A.D. 1865 your Petitioner was lawfully married to Charles E. Hill of said Bridgeport with whom the Petitioner lived in the performance of all the duties of the marriage covenant on her part to be performed until on or about the 1st day of January A.D., 1878.

And further shewing that the said Respondent has, at divers times during said period, committed adultery with divers lewd persons to the Petitioner unknown.

And your Petitioner further shews that the said Respondent, for a period of more than three years last past, has been continually guilty of intolerable cruelty towards the Petitioner.

And your Petitioner further shews that the said Respondent for a period of more than three years last past, has been guilty of such misconduct as permanently destroys the happiness of the Petitioner and defeats the purposes of the marriage relation.

And your Petitioner further shews that she has one minor child the issue of said marriage, viz. Frank Hill, of about the age of 13 years, and that the Respondent is an unfit person to have the charge and custody of said child. And your Petitioner avers that the Respondent owns a large amount of real and personal property and she prays that a suitable portion of the same not exceeding one-third may be assigned to her for her support and as alimony.

Wherefore your Petitioner prays the Court to enquire into the truth of the allegations aforesaid and on finding them true, to grant her a divorce and award the charge and custody of said minor child to your Petitioner pursuant to the Statute in such cases provided.

And your Petitioner further represents that the Respondent owns a large amount of property real and personal, said personal property being some of it situated in said Bridgeport and some of it in China in Asia and said real estate being all of it situated in China and in parts adjacent thereto, but which your Petitioner is unable at the present time to describe definitely owing to its remoteness and her want of precise knowledge. And all said property equals in value Two hundred thousand dollars and more.

And your Petitioner avers that said Respondent threatens to dispose of all said property and put the same and the avails thereof wholly beyond the process of the Courts and to secrete the same from the Petitioner and the Courts so that no part of it can be taken in any manner for Alimony or otherwise, should Alimony be decreed to the Petitioner for the support of said minor child should the Respondent be ordered to furnish any support for him.

And your Petitioner further avers that said minor child is now attending the School of one Seth B. Jones of said Bridgeport and living in his family as a scholar, inmate and boarder, that said situation is in all respects a suitable one for said minor child and that he was placed and has been continued there for years with and by the consent and direction of the Respondent, yet the Petitioner avers that the Respondent will she fears on the service of this Petition on him, unless restrained by the Order of this Honorable Court, remove said minor child therefrom and secrete him so that he cannot be found by the Petitioner.

The Petitioner therefore prays that an Order may forthwith issue restraining and enjoining under a suitable penalty the Respondent from disposing of any of his said property real or personal and from removing said minor child from the custody of said Jones until the said 1st Tuesday of March A.D. 1878 and until the said Court shall make some further Order in the premises.

Dated at Bridgeport, Feb. 12th, 1878. (Signed) ELIZABETH A. HILL.

To the SHERIFF of the COUNTY OF FAIRFIELD, his Deputy or either of the Constables of the Town of Bridgeport within said County. Greeting:—

By authority of the State of Conn., you are hereby commanded to attach to the value of Ten thousand dollars the goods or estate of Chas. E. Hill of said Bridgeport as security for the payment of any alimony that may be decreed to be paid on the granting of the above and foregoing petition and summon him to appear before the Superior Court holden at Bridgeport in and for Fairfield on the Second Tuesday of February A.D. 1878, to wit, to appear before said Court on the first Tuesday of March 1878 then and there to show cause if any he have why the Prayers of the foregoing Petitioner should not be granted.

Hereof fail not, &c.,

Dated at Bridgeport this
12th day of Feby., 1878.

Bridgeport Fairfield County,
Feb. 12th/78.

Personally appeared E. A. Hill and made solemn oath that the facts set forth in the foregoing Petition by her subscribed are true.

Before me,
HENRY SANFORD,
Com. of said Court.

Bridgeport,

State of Connecticut, February Term 1878.
County of Fairfield.

Personally appeared Elizabeth A. Hill of said Bridgeport who signed the foregoing Petition and has made solemn oath thereto and therefore prays that an Order may forthwith issue to restrain and enjoin the said Charles E. Hill and all his Agents Attorneys and Servants from disposing of any of his said property real or personal in said Petition mentioned and from removing said minor child from the custody of said Jones in said Petition mentioned until the said first Tuesday of March 1878 and until the said Court shall make further order in the premises; Therefore by authority of the State of Conn. you the said Chas. E. Hill and your Attorneys Agents and Servants and all and every one of you under a penalty of Ten thousand dollars are hereby strictly commanded and enjoined that you do from henceforth absolutely desist from disposing of in any manner any of your property real or personal in the foregoing petition mentioned and from removing said minor child from the custody of said Jones in said petition mentioned until the term of the Superior Court commencing at Bridgeport in and for said Fairfield County on the 2nd Tuesday of February 1878, to wit until the first Tuesday of March 1878 of said Court and until the said Court shall make further order or decree in the premises.

To the Sheriff, &c. Greeting.

By authority of the State of Connecticut you are hereby commanded forthwith to give notice of the foregoing Petition, Citation, Order and Injunction to the said Charles E. Hill by some proper officer or indifferent person by leaving with him or the usual place of abode of him a true and attested Copy of the foregoing petition, citation and order.

Dated at Bridgeport this 12th day of Feby., 1878.

By the Court,

[Seal of the Court.] H. T. BLAKE,
Clerk of said Court.

Fairfield County, Bridgeport.
Feby. 12th, 1878.

By virtue hereof and by Special directions of Henry S. Sanford, Esquire, Plaintiff's Attorney, I then and there attached the following personal property belonging to said Defendant and Respondent, viz:—Two Trunks, thirteen wooden boxes, One Iron safe (small) containing table linen, bedding, Two ebony tables, Chinese curiosities and other household goods, and took the same into my possession.

(Attest) AARON SANFORD.

The within and foregoing is a true and attested copy of the original petition, Citation, Writ of Injunction and Order of Notice.

(Attest) A. SANFORD,
D. Sheriff.

EXHIBIT "*J.*"

EXTRACTS FROM REPORT OF COMMITTEE.

Superior Court, Fairfield County,
September Term, 1879.

ELIZABETH A. HILL.

vs.

CHARLES E. HILL.

REPORT OF COMMITTEE.

The Subscriber having been appointed by said Court at its February term 1879 a Committee to hear and report to said Court at its next term the facts in the above entitled cause, hereby respectfully reports that having taken the oath required by law he met the parties to said cause at Bridgeport on the 24th of July 1879 and on the various days thereafter to which said hearing was adjourned, when said parties were fully heard by witnesses and exhibits and by Counsel and upon said hearing the following facts were found proven and true,

The Petitioner was married to the Respondent at Shanghai China on the 10th of September 1862, prior to which date she had resided with her parents at Syracuse N.Y. Since 1860 the Respondent has resided, except has hereinafter stated, in China, most at Shanghai, acting as the Agent of various Firms of this Country, conducting in China the business of Commission Merchants. At the date of his said marriage, the Respondent was in the employ at Shanghai of the firm of H. Fogg & Co. of New York at a salary of about $10,000 per year.

By reason of his contract with said house, the Respondent was unable to come to this Country and at his request the Petitioner went to Shanghai where she was married to Respondent on her arrival as aforesaid. Prior to the departure of the Petitioner the Respondent had furnished her with money to an amount exceeding $1,000 for procuring her wedding outfit and obtaining articles of furniture, and had paid the expenses of her voyage to China.

The Petitioner lived with the Respondent at Shanghai from the date of her marriage until March 1865 when she returned to this Country with the consent of her husband, but unaccompanied by him and remained until July 1868.

The two children of Petitioner and Respondent one of whom died in China in 1869 and the other of whom, described in said Petition, now resides with the Petitioner and her mother at Syracuse were born in New York City on Petitioner's arrival there from China in July 1865.

In July 1868 Petitioner returned to China arriving in November 1868, she resided with her husband there till April 1870 when she again with the consent of her husband returned alone to this country, since which last date Petitioner has not been in China.

In the summer of 1872 the Petitioner was in Europe for a period of about 4 months, with said exceptions since 1862, the Petitioner has resided in this Country remaining with her parents in Syracuse, with her husband's relatives at Naples, Maine, at hotels in the City of New York, and at other places. During a period of more than Five years last past she has resided at Bridgeport.

The Respondent in March 1866 came from China to this Country and remained till November 1867. He again came here in March 1871—remaining till January 1872. In August 1876 Respondent came to this Country and returned to China in January 1877 by the Steamer *Oceanic*.

In January 1878 by the Steamer *City of Tokio* Respondent came to this Country returning to China in the spring of the same year. The remainder of the time since his

marriage, has been passed by Respondent in China as aforesaid, excepting while in this Country during the past Summer attending the hearing in this Cause.

During his said visits to this Country the Respondent and Petitioner resided together up to the 3rd of February 1878.

During the residence of the Petitioner in China, Respondent as far as was possible in that Country provided for the comfort and convenience of his wife and family. Since her return to this Country in 1870 the Petitioner has at all times been unwilling to return and reside with the Respondent in China.

During the residence of the Petitioner in this Country prior to the commencement of this action, she has been supplied by the Respondent with funds for her support. She has received on various occasions from the Respondent large sums of money and has at all times during said period been in the possession of means received either directly from her husband, or from the rents of lands in China deeded by her husband as a gift—ample for the support of the Petitioner and her family at such places and in such manner as she has desired.

In 1864 the Respondent conveyed to the Petitioner real estate situated in Shanghai of the value of about $40,000 one half of which was in 1876 reconveyed by her to her husband at his request and the title to the remaining half of which is still in the Petitioner.

In 1867 Respondent conveyed to the Petitioner real estate in Maine of the value of about $10,000 which in 1876 the Petitioner conveyed to the brother of the respondent at her husband's request, and for a nominal consideration retaining a mortgage thereon of $3,000 of which she has received the benefit.

During the period of their separation a continuous and friendly correspondence has been maintained between the Petitioner and the Respondent and their affection continued tot be mutual and undiminished till as late as Feb. 3, 1878.

In their intercourse with each other till as late as said date no disturbance had occurred of a character to destroy or seriously impair the happiness of their married life.

For several years a serious difference has existed between the Petitioner and Respondent upon the subject of their residence in China. The Petitioner preferring to remain in this Country and declining to return, the Respondent being unwilling to abandon his business in China and dissatisfied with the expense and inconvenience occasioned by her absence. Several of the voyages made by the Respondent to this country were mainly for the purpose of procuring the return of the Petitioner to China.

On the occasion of the last visit of the Respondent to this Country prior to the commencement of this action, he met the Petitioner on his arrival at the Sterling House in Bridgeport on the 26th of January 1878. The Petitioner on said occasion received the Respondent in her usual friendly manner, accepted from him gifts which he had brought from China and the Respondent resided at said Sterling House with the Petitioner from the said date of his arrival till the 4th of the following February on which day he left Bridgeport for the purpose of transacting business at Washington.

On the day prior to his said departure an altercation occurred between Respondent and Petitioner at the Sterling House originating in the Respondent's insisting on the return of his wife to China and the Petitioner's refusal to accompany him. On the part of each complaints were made of illtreatment and misconduct but neither Petitioner nor Respondent during said dispute or upon any other occasion charged the other with or expressed any suspicion of any improper relations with the persons named either in said petition or answer or with any other person.

Their friendly relations were restored before the departure of the Respondent on the following morning and upon the understanding that his wife was to accompany him he engaged her passage to China.

While Respondent was at Washington the Petitioner on the 9th of February 1878

wrote him a letter, containing no complaint and no intimation of her intention to commence proceedings for a divorce, but of a pleasant and friendly character.

The Petition in this action was served upon the Respondent on the 15th of February 1878 in the City of New York to which place he had returned from Washington with the expectation of meeting the Petitioner.

Immediately after the service upon him of said Petition the Respondent returned to Bridgeport where he had an interview with the Petitioner and on the 20th of March 1878 returned to China.

* * * * * * * *

I find that the Respondent did not commit adultery with either of said persons nor with any person since his marriage to the Petitioner and that each of the allegations of adultery in said Petition is untrue.

I find that the Respondent has not been guilty of intolerable cruelty towards the Petitioner and that he has not been guilty of such misconduct as destroys the happiness of the Petitioner and defeats the purposes of the marriage relation as alleged in said Petition.

I find the allegation is said Petition that the Respondent is an unfit person to have the charge and custody of said minor child to be untrue.

I find that the Respondent is the owner of a claim against the Chinese Government amounting to about $75,000, without interest, that said claim is of little value without the efforts of the Respondent to recover it, and that it has at present no market value.

At the date of the commencement of this Suit, the Respondent was the owner of real estate in China of the value of about $20,000 which in 1879 he conveyed conditionally to Dr. Galle as security for money advanced to Respondent for the prosecution of the claim above described.

I find that the Petitioner has since her marriage to the Respondent been on terms of intimate friendship with several of the persons named in the Respondent's answer, that such intimacy has in nearly every instance been with the knowledge and approval of her husband, and that each of the allegations in Respondent's answer charging the Petitioner with adultery is untrue.

During the hearing before the Committee the Cross Bill said to have been filed by Respondent in said Superior Court in this Cause was neither read nor presented nor was any testimony offered as supporting any allegation in any Cross Bill.

During said hearing the Respondent offered numerous depositions containing testimony of witnesses concerning the general character and reputation of Respondent, of declaration of Respondent in his own interest and of the opinions of such witnesses and others concerning the relation of Respondent with the Miss Wyman and others before mentioned.

During the readings of such depositions Counsel for Petitioner objected to all the testimony of the character above described.

By agreement of Counsel the Committee did not rule upon the admissibility of said testimony, but said depositions were allowed to be read with the understanding that such testimony should be received or rejected by the Committee upon the examination of said depositions. I find said testimony to be inadmissible.

All the allegations in said Petition and answer not herein found true, I find untrue. All of which is respectfully submitted.

F. B. HALL,
Committee.

Dec. 8, 1879.

ELIZABETH A. HILL
vs.
CHARLES E. HILL.

State of Connecticut,
Fairfield County, Superior Court.

I, H T. BLAKE, Clerk of said Court, hereby certify that the within and foregoing is a true copy of the original Report of Committee in said Cause as on file and of record. appears.

In witness whereof I have hereunto set my hand and Seal of said Court at Bridgeport in said County this 15th day of January 1880.

H. T. BLAKE,
Clerk.

[Seal.]

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI, CHINA.

Between CHARLES EUGENE HILL, *Petitioner.*
vs.
ELIZABETH ADAMS HILL, *Defendant.*

United States of America,
Southern District of New York.

I, THOMAS GREENWOOD, one of the Commissioners named in the foregoing Commission, do hereby certify that on the several days as stated in the foregoing Depositions, I was attended by the witnesses, Henry McGilvery, J. de Berniere Smith, Horatio N. Twombly, Jacob B. Klein, and Mark D. Wilber, and the said witnesses who were of sound mind and lawful age, were by me first carefully examined, cautioned, and sworn (or affirmed) to testify the truth, the whole truth, and nothing but the truth in the above entitled Cause, as in said Depositions appears, and the Deposition of each witness was by me reduced in writing in the presence of such witness, and from his statement. And after carefully reading the same to the witness, he subscribed the same in my presence. I further certify that I was attended at the taking of such Depositions by M. D. Wilber, Esq., Attorney and Counsellor on behalf of the Plaintiff herein, and the notices of the times and places of the taking of said Depositions signed by me was made out and served upon the Defendant as appears by the notices thereof hereunto prefixed; but the said Defendant did not appear either in person or by Counsel or Attorney.

And I do further certify that I am not of Counsel or Attorney for either of the parties in the said Depositions and Caption therefore named, nor in any way interested in the event of the Cause named in the said Caption.

In Testimony whereof I have hereunto set my hand and seal this twenty-first day of June A.D. One thousand eight hundred and eighty-two, and in the Independence of the United States the One hundred and six.

(Signed) THOMAS GREENWOOD,
Commissioner.

MR. WAINEWRIGHT, in summing up the case on behalf of the Plaintiff, said that he thought it was unnecessary for him to refer to the points of law relative to the Court's jurisdiction over the Defendant, or to the kind of law governing the case, inasmuch as he had already dealt with these points in opening. He would proceed at once to discuss the question as to how far the defendant had any claim to the property in question, under the Common Law. With reference to that, it must be remembered and borne in mind that the property was purchased entirely with the plaintiff's money ; that it was purchased by him after his marriage to the defendant ; and that there was no agreement whatever between them with regard to any settlement or any specific provision to be made for her in the event of their marriage. As the plaintiff had told the Court, there was no promise of this kind whatever ; no inducement was held out by him that he would at any time make any provision for his wife. Nothing more had passed between them than a mere general intimation from the plaintiff that he would be able to provide for the defendant, and that she might expect that she would be comfortable. He (Mr. Wainewright) then went on to explain how the property was acquired. He said that it was purchased with the plaintiff's money exclusively, and registered, for reasons which the plaintiff had given, in the names of certain persons, who were trustees not only for him but also for his co-owners. Throughout the property had never been owned by the plaintiff solely ; he had always had one or two co-owners, and his interest in the property had first been an undivided one-third, and then a half share, and the property was registered in the names of other persons for the convenience of the plaintiff and his co-owners, and to satisfy the requirements of the French Consul. The French Consul objected to any one, except French subjects, holding land on the so-called French Concession, and, in consequence, in the first instance, it was registered in the names of French subjects, and remained so till 1863. The three larger lots of property were acquired before 1863, and the smaller lot subsequently. So much as to the acquisition of the property. Then as to the dealings with it. There was evidence of two distinct dealings ; first, an attempt—what he might call an abortive attempt—at a settlement of a portion of it upon the defendant in 1863 ; and, second, there was the transfer of the property at the French Consulate, in 1864, into the names of three persons—one-third to Dr. Yates, one-third to Captain Pendleton, and one-third to the defendant. With regard to the attempted settlement in 1863, the one he had characterised as abortive, he had shown that it was abandoned and never acted upon by the parties. The question, then, they had to consider, was to determine the meaning and effect of the transfer of an undivided one-third share in the property to the defendant in 1864. Before going into the evidence on the point, he would direct the attention of his Honour and the Assessors to some authorities bearing on a married woman's rights to hold property, and the effect of a transfer by a husband to a wife during marriage. He then cited Story's Equity Jurisprudence, section 1,367, page 684. In this case they had only the Consulate Register and he took it that the effect of a Consular transfer must be taken under the practice and custom that prevailed here to be equivalent to a grant. Assuming that the so-called abortive settlement was not to be taken as part of the proceedings, there was no grant whatever to the defendant, no deed, or other formal written document, the only writing being the transfer at the French Consulate, and that Consular transfer, he thought, under the practice and custom here, must, as he had said, be held to be the equivalent of, or as near as they could approach, to a grant. He next cited sections 1372 and 1374 of Story's Equity Jurisprudence, pages 688 and 690 ; the case of Beard *v.* Beard, 3 Atk , page 72 ; II Kent, page 112 ; the case of Price *v.* Price, 21 L.J., Ch., page 53 ; the case of Mews *v.* Mews, 15 Beavan, page 529, and I Fisher's Digest, page 1,910 ; and also his Honour's Judgment in the case of Hill *v.* Yates, delivered on the 20th August, 1880, as to the definition of Common Law. He maintained that in law a gift by a husband to a wife, unless it was made through the medium of a trustee, and it was expressly stated that it was for her separate use and benefit, was bad, and could not be upheld for a moment. Common Law governed the case, and from the authorities he had cited, it was clear and unmistakeable that according to Common Law, a gift by a husband to a wife after marriage could not prevail as against him (the husband). He would now pass on

to consider how far the transfer had any effect in equity as distinguished from Common Law. In this connection he referred the Court to II. Kent, pages 158 and 159 ; Story's Equity Jurisprudence, section 1375, page 691 ; I. Bright. on Husband and Wife, page 234 ; the case of Pulvertoft *v.* Pulvertoft, Chitty's Equity Index, pages 649 and 653 ; II. Perry, on Trusts pages 235 and 241 ; and he contended that under these authorities the defendant had no title to relief in equity. He next proceeded to deal with the deed of 1863—the abortive deed, as he had termed it.

The following paragraphs in the petition referred to this deed :—"By deeds dated the 3rd and 27th days of July 1863 the said James T. Doyen transferred to M. T. Yates one undivided third share and to James Oliver Pendleton the remaining two undivided third shares of the said property mentioned in the 5th paragraph of this petition, the said J. O. Pendleton being as to one of the said two third shares so transferred to him a Trustee for the Plaintiff by whose direction the said transfer so far as it affected such last mentioned third share was made. "By deed dated the 17th day of December 1863 the said J. O. Pendleton in consideration of the sum of Tls. 3,000 Shanghai Sycee expressed to be paid to him by the said M. T. Yates for and on account of the Defendant, conveyed unto the said M. T. Yates his heirs and assigns one undivided third part of the piece of land mentioned in the last preceding paragraph hereof with the appurtenances to hold to the said M. T. Yates his heirs and assigns for ever in trust. *First* for the defendant during her life, or in case of the Plaintiff's death then so long as she should remain his widow to receive and pay over to her the net profits of the said property for her sole and separate use. *Second*, upon the death or remarriage of the Defendant then in trust for any child or children of the Plaintiff born of her the defendant and his her or their heirs and assigns for ever. *Third*, upon the death or remarriage of the Defendant leaving no issue of her marriage with the Plaintiff then in trust for the Plaintiff his heirs and assigns in fee simple for ever and to convey the same to him or as he should direct and the said conveyance was duly acknowledged before the U. S. Consul for the time being in Shanghai. "No money passed or was intended to pass upon or in respect of the execution by the said J. O. Pendleton of the said last mentioned deed and the said M. T. Yates never accepted the Trusts declared and reposed in him by the said Deed and has never acted in the matter of the trusts thereby declared and the said Deed was never registered or recorded at the French Consulate at Shanghai aforesaid and it has in fact always been treated as void and of no effect."

MR. WAINEWRIGHT went on to say that the Court had heard the evidence of the Plaintiff on the subject of this deed, and he read it as follows :—

"*Q.*—Did you consent to this transfer to Pendleton ? *A.*—I think I did at the time. I was here at the time and must have consented to it.

Q.—Did any money pass from Dr. Yates to Pendleton ? *A.*—Not a cash, in any way.

Q.—Was it intended that any money should pass ? *A.*—No, not at all.

Q.—The statement that Tls. 3,000 were paid, how do you account for that ? *A.*—It was put in by Doyen. I don't know why. There was no money paid.

Q.—Do you know what became of the deed after it was executed ? *A.*—It was left in a little safe or cash box, after we failed to record it. I tried to record it at the French Consulate, and was refused. I came to Mr. Seward and wanted to have the property transferred to the Consulate here, but the Taotai would not stamp the deed. (Deed No. 174).

Q.—Did Dr. Yates accept and act upon that deed ? *A.*—He did not. He never accepted it. The trust deed was placed in an iron safe, which belongs to the owners of the property, and which is in Dr. Yates's possession, but he never accepted it, and denied the existence of it. It was put in the safe when Dr. Yates was in Europe ; he never accepted it, and would have nothing to do with it.

Q.—Did you continue to look upon it as a trust ? *A.*—No ; the whole thing was a failure.

Q.—When did you come to the conclusion that it was a failure and no longer valid ? *A.*—At the time I found I could not record it.

Q.—Can you state positively that that deed has never been acted upon in any way or recognized by anybody concerned ? *A.*—It has not been recognized in any shape or form ; not that I know of in any way. I have referred to it as showing that the property was not her's under any circumstances.

Q.—As a matter of fact, Dr. Yates never acted upon it, and you never acted upon it ? *A.*—Neither of us.

Q.—Has Mrs. Hill ever claimed to act upon it ? *A.*—Never.

Q.—Or claimed any rights under it ? *A.*—Not that I know of. What she said in the divorce suit about it, I don't know ; she gave her evidence in my absence. But, to my knowledge, she has never claimed any benefits under it all. I don't know what her counsel in this Court may have claimed for her in my absence." * * * *

"*Q.*—Some time before, you (as already stated) attempted to settle part of the propert by these deeds, in a different way. How do you account for having changed your mind? *A.*— I did change my mind. The deed was not drawn according to my ideas, in the first place. M Eames was here at that time. He had, I believe arrived as captain of a ship, and he advised ho to do it; but I found that his idea was to protect her interests and not mine, and when I foun that out I abandoned the whole thing.

Q.—You refer to the deed dated 17th December, 1863? *A.*—Yes, the trust deed you have it there. It did not meet my wishes.

Q.—And finding there would be a difficulty in registering the trust, you abandone the whole thing? *A.*—Yes."

Mr. WAINEWRIGHT said that was the sworn testimony of the plaintiff. On the othe side there was no indication in any of Mrs. Hill's correspondence, in which she talked about th property, and no indication from any of the witnesses examined in America that she ever recognise the deed, or relied at all upon the fact that there had been a deed of the kind executed. As matter of law he took it that the deed was inoperative as it had not been recorded at the Consulat in which the land was registered. To make it a valid transaction the deed should have bee recorded. Moreover it had never been acted upon; on the contrary, the plaintiff had told ther that it was abandoned altogether, and circumstances tended to show that this was the case, for few months afterwards the very person, Doyen, who affected to enter into this deed did a vali act in connection with the same property. He transferred it at the French Consulate in accordanc with the law and custom of the place. There was the positive and uncontradicted statement of th plaintiff that the deed was abandoned altogether, and there was nothing whatever to contradict o qualify this in any way. No doubt a document was drawn up by a lawyer who came to Shangh in charge of a ship, but plaintiff found that instead of it being drawn in his interest it was draw in the interests of his wife; it was not his intention to give her the property, and the result wa that he and the other parties abandoned the deed altogether. Plaintiff abandoned all idea of settlin the property in the way Mr. Eames proposed; the transaction had not been perfected by registra tion; and neither the plaintiff nor the other parties looked upon the transaction as one that wa valid, or one that had any endurance. They swept it away entirely, and he certainly thought th Court was entitled to disregard it altogether in the same way as the plaintiff and the other partie had done. Next came the question of the valid transfers in May and September, 1864, whereb the property, in the books kept for the purpose at the French Consulate, was transferred by Re Schmidt and Co. and by the plaintiff, acting for James T. Doyen, one-third to Dr. Yates, one-thir to Captain Pendleton, and the remaining undivided third part to the defendant. Plaintiff, actin as Attorney for one of the parties who transferred the property, was certainly cognisant of th transaction, and this brought him (Mr. Wainewright) to the consideration of the objects for whic that transfer was made. There was nothing in the case, he maintained, which contradicted th plaintiff's story as to his motives in making this transfer. Plaintiff had said to himself, "I am man in business, I may be unfortunate, I may have business reverses and lose my money, I wa something to fall back upon to keep my wife, myself and my children." That was the moti that actuated the plaintiff in making his wife his trustee. Plaintiff was not a lawyer, and th seemed to him the best and simplest plan to protect himself and family against possible busine reverses—to transfer the property into his wife's name and let her be the nominal owner. It w not at all certain that this step would have protected the property from creditors if the contingen had arisen, but plaintiff thought that it would. The plaintiff's object as expressed by himself w clear and intelligible, and consistent with all they knew had passed since. At the time this transf was made, there was no declaration that the plaintiff intended or wished to give his wife th property for her separate use and if such had been his intention a third person would have be appointed her trustee to keep and hold the property for her. According to the authorities he ha quoted, the interposition of a trustee under such circumstances was absolutely necessary. Th property could have been transferred into the name of a trustee, and the trust upon which he he it, although it could not have been recorded at the French Consulate, could have been recorded some document. But there was no evidence of such a document at all, and there never was an

such document, and Mrs. Hill had never alleged anything of the kind. She had had notice of these proceedings, a copy of the petition, which fully set forth the plaintiff's motive in making his wife trustee of the property, had been served on her, and she had not refuted it. Plaintiff's statement in the petition simply amounted to this, that Mrs. Hill, as trustee, held the property for Mr. Hill, to enable him to feed and clothe himself and family in case of need. That statement had been in the hands of Mrs Hill for several months, and she had not denied it. She had not denied it verbally, still less had she denied it by means of documents ; she, in fact, had taken no steps whatever to deny that what the plaintiff had stated in this connection was not strictly true. She had had ample opportunity to do so, but she had not availed herself of it. Moreover, the collateral facts all supported the plaintiff's position. For instance, the rents of the property had been dealt with in a manner quite inconsistent with the theory that defendant was beneficial owner. Plaintiff had sworn that they had been exclusively dealt with under his directions. Sometimes he had sent them to his wife, sometimes he had kept them himself. In earlier years, directly after the transfer, when things were fresh in their minds, the plaintiff used the rents himself and did not send them to the defendant. If there had been any intention to give her the property for her own separate use, she would surely have received the rents for the first few years ; but the reverse was the case, and it was not till after years that the plaintiff had sent the rents to her. The first trace of how the rents were dealt with was entirely inconsistent with any such trust. They were chiefly applied to the improvement of the property, partly for the plaintiff's own use, and he also sent a portion of the rents to the defendant as a convenient way of providing for her. A small portion of the land was sold to the French Municipal Council and the money was dealt with by the plaintiff's direction, and used for improvements on the property, and there was no trace of any remonstrance on the part of the defendant. The statement in paragraph 19 of the petition, that defendant, at the request of the plaintiff, transferred to the plaintiff an undivided fourth share of the property, was also inconsistent with the idea that the property was settled on the defendant for her separate and absolute use. There was, indeed, nothing to show that she had, or that she thought she had, a claim to the property. She herself had made certain statements about the property. She told Captain McGilvery in 1878 that "there was a large lot of property in China which Mr. Hill had conveyed to her in trust, for their family to protect themselves in the event of any financial reverses, and that she could not sell or realise upon it, but could only receive the rents. She also said that if she got a divorce she would get the property into her own hands ; and no doubt the wish was father to the thought ; but that was after she had come into contact with the lawyers, who had suggested all sorts of ways whereby she could worry the plaintiff and assert her rights. She had said to Captain McGilvery that the property was "conveyed to her in trust for her family." The family meant husband, wife, and child, so that even she never thought that it was for her own separate use. She could not sell or realise on it ; and only received the income as long as the plaintiff let her have it. She was even then in a state of hostility and when she was being advised by lawyers, and was ready to do anything she could to attack the plaintiff, even then she did not put her claim any higher than in that general way. She had also said "he cannot get the property away from me ; he tried and failed,"—but that was after Mr. Henderson and Mr. Myburgh had given her a great deal of advice about it. In her divorce petition she said : "And the said respondent owns a large amount of property and real estate in China and parts adjacent thereto, which your petitioner is unable to describe definitely," and she stated that she believed the value of the property to be $200,000 and more. There she spoke of the petitioner's property in China, what the "parts adjacent thereto" might mean, the Counsel did not know ; but she named the very large sum of $200,000, and could hardly have left out of account the property they were then dealing with. But in this divorce petition she did not specify any particular property, and the divorce petition did not set up any claim whatever. When she was before the Committee she went a good deal further than she had gone before ; her evidence was given before the plaintiff arrived in America and he never had an opportunity of seeing it before he gave his own evidence. Her statement before the Committee was precisely what her Counsel here contended for on her

behalf, and had advised her the position she was to take up ; but when the present suit was filed against her, they had maintained silence on the subject. The divorce Committee found "that in 1864 the respondent conveyed to the petitioner real estate in Shanghai to the value of about $40,000, one-half of which was in 1876 reconveyed by her to her husband at his request, and that the title to the remaining half was still in the petitioner's name." This was all that could be made out in favour of the defendant's claim to the property, after all the information had been sent to America by her Counsel here, Mr. Henderson and Mr. Myburgh. The positive evidence of the plaintiff was not contradicted except by the later assertions of Mrs. Hill ; and he (Mr. Wainewright) submitted that the evidence was overwhelming that this property was not conveyed to her in any sort of way for her separate use, and that she was nothing more than a trustee for the plaintiff. It might be said that a wife could not be a trustee for her husband. Technically perhaps, she could not. But certainly, if a mistake in law were made by the husband in attempting to make his wife a trustee for himself, he did not thereby make her position more adverse, and did not give her the property ; he did not vest the property in her by having attempted to make her a trustee. It was abundantly clear that his act, whatever it was, was not an act which, because it would not operate in one way, must hand over bodily to her his landed property. On the authorities which he had quoted, he submitted that it was quite clear that the transfer in question gave the defendant no title which the plaintiff was not entitled to destroy at any time he pleased. Even conceding for the moment that the Common Law was not to be the test in the case, and that the Court was bound to regard the rules of Equity—which at the same time he did not admit—even then he contended that the defendant had no better title than at Common Law. The requirements of a Court of Equity had not been fulfilled. A Court of Equity required that in giving property to a married woman, a trustee must be interposed and the husband expressly excluded and the intention made clear. That was the effect of the authorities he had referred to ; if a husband were deprived of his Common Law rights it must be done in an unmistakeable way, and there must be the interposition of a trustee. Here the property was the husband's originally ; they had his sworn statement that he never intended to part with it, and they had no evidence to contradict that ; and there was an entire absence of the requirements of a Court of Equity if the property was to be got out of his hands. Then came the subsidiary question of how far the defendant had any right to a settlement out of the property. There was no doubt from the plaintiff's evidence that this lady has been living separate from her husband, and living separate from him against his will, and in defiance of his repeated endeavours to bring her back ; and there was strong evidence that she had been unfaithful to him. Under these circumstances she had forfeited all rights to a provision out of the property, or any other property so far as he was concerned. In support of his contention Mr. Wainewright cited II Kent, page 140 ; the case of Mainwaring *v.* Leslie, 2 Carrington and Payne, page 507 ; the case of Hindley *v.* Westmeath, 6 Barnwell and Cresswell, page 200 ; I Bright's Husband and Wife, page 259 ; II Smith's Leading Cases, page 512 ; and Johnson *v.* Sumner, 27 L. J. Ex, page 844. According to these authorities Mrs. Hill by refusing to live with her husband, in spite of his remonstrances, was disentitled to any contributions from him for her support, and had freed him from all liability for her maintenance. In this case they had abundant evidence, and it was unnecessary for him to dwell upon it, that Mrs. Hill has been living apart from her husband without his consent, and in spite of his urgent requests and repeated efforts, made at great expense and trouble and loss of time, to get her back. There was abundant evidence that she had refused to stay with him, and that without any adequate ground. He had called five witnesses, three of whom covered the whole period of the defendant's stay in Shanghai, and the other two covered the whole period of her stay at Newchwang. Those witnesses had all stated that there was no ground for any reluctance on her part to live with the plaintiff as far as his conduct was concerned, and that he had always treated her in a liberal, indulgent, and generous way. There was not a tittle of evidence to the contrary. In the divorce suit, among other absurd things, she had charged the plaintiff with intolerable cruelty during three years—while during two and a half of those three years he had been in China, and

she in America. There was abundant evidence that he had given her a great deal of property ; while on the other hand she had not only taken property and abstracted documents belonging to him, but had even charged him with kidnapping his own son, and had brought vexatious suits against him ; in fact she had behaved about as badly as a woman could possibly behave. Under these circumstances, he was not bound to make any provision whatever for her, and the Court need not concern itself about her means of livelihood.

That was his case, and he said that the Common Law rule applied in the case, and that under it the defendant had no right to the property in question ; or, even waiving that for the moment, she had no right to the property under the rules of any Court of Equity ; and that the evidence was uncontradicted as to the property having been put in her name for the benefit of the plaintiff primarily and in no way with the intention of divesting him of the beneficial ownership of it, and that he was to have the property when he wanted it for any purpose of his own whatever ; and as he required it to provide for himself and family, the Court was entitled to call upon her to restore it to him, in order that he might provide for himself and his child, she having forfeited all claim upon him. There was no indication of any trust for the child, but the father was, of course, bound to support the child, and it was not necessary then to consider the child. The property was put in the wife's name merely as a trustee for the husband ; it was his property beneficially, and he (Counsel) asked the Court to make an order in such form as would most conveniently give back the property to the plaintiff.

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI.

Shanghai, 18th August, 1882.

Before O. N. DENNY, Esq., *Consul General, Acting Judicially.*

D. E. WELD, Esq.,
W. H. MACOMBER, Esq., } *Assessors.*

CHARLES EUGENE HILL *v.* ELIZABETH ADAMS HILL.

JUDGMENT.

His HONOR in delivering judgment said:—This is a suit bought by Charles Eugene Hill against Elizabeth Adams Hill, his wife, who has been living apart from him for several years, to have it declared that he is the owner of certain real property described in plaintiff's petition, situated in the French Concession at Shanghai, China, and standing in the name of his wife on the records in the French Consulate-General, and to have the same transferred to his own name to hold as his sole and individual property. The plaintiff appeared in person and by his Counsel, R. E. Wainewright, Esq. The defendant failed to appear and answer the petition as required, notwithstanding it appeared by affidavit that a copy of the petition and summons had been served upon her personally to answer at the time and place named therein. In August, 1880, it was decided by this Court that the rents and profits arising from the property referred to should be controlled by the plaintiff; but the ownership of the property was not gone into at the time. In regard to the question of jurisdiction, the first one argued, I fully agree with the views expressed by the learned Counsel for the plaintiff. The property is situated in China, within this Consular district, where all the contracts relating to it were made. Section 4085 of the Revised Statutes, second edition, reads:—"Such officers (Ministers and Consuls in China and Japan) are also invested with all the judicial authority necessary to execute the provisions of such treaties, respectively, in regard to civil rights whether of property or person; and they shall entertain jurisdiction in matters of contract, at the port where or nearest to which the contract was made, or at the port at which or nearest to which it was to be executed, and in all other matters at the port where or nearest to which the cause of controversy arose, or at the port where or nearest to which the damage complained of was sustained, provided such port be one of the ports at which the United States are represented by Consuls. Such jurisdiction *shall embrace all controversies between citizens of the United States*, or others provided for by such treaties respectively." This authority, together with the personal service had upon the defendant above alluded to, certainly completes the jurisdiction of the Court. The general principles which govern in such a case will first be considered, and afterwards the facts.

Contracts made between husband and wife are pronounced, according to the principles of the Common Law, a nullity, for there is deemed to be a positive incapacity in each to contract with the other. (Story's Equity Jurisprudence, Vol. 2, sec. 1372.) This of course applies to that class of agreements where the husband is one of the contracting parties and the wife the other. Such contracts having no binding force at Common Law cannot be

Common Law Courts enforced. For as the husband and wife are one person in law, there is lacking an element essential to every valid agreement, viz, two contracting parties; no one can make a binding contract with himself, therefore any contract attempted to be so made is void! But while this is true, Courts of Equity, which follow the law as a rule, will under particular circumstances give full effect and validity to post-nuptial contracts. Equity is addressed to the conscience of the Chancellor, and he is to exercise jurisdiction only when the strict rule of the law, if enforced, would rather perpetuate or increase the wrong, than furnish a remedy for it. It does not follow, however, that because direct contracts are void, one entered into by the husband for the wife's sole benefit, through the agency of a trustee acting under the direction of the wife and in pursuance of an understanding between the wife and the husband, is also void at Common Law. For a contract so made is not between the husband and wife, but between the husband and the wife's trustee, who at law is supposed to speak for her and to supply the wanting contracting party which renders the direct agreement between husband and wife void. For instance, a deed to land by a husband to his wife, when free from debt, made in due form and upon a sufficient consideration, by and through the agency of a trustee duly and legally authorized, will be valid at Common Law. But in such a case the intention to create an estate in trust for the sole benefit of the wife must distinctly and positively appear from the record of the transaction itself. There must be no doubt whatever as to the intention of the parties at the time the trust was sought to be created. Perry on Trusts, Vol. 2, paragraph 651, says:—"The trust must be for the benefit of the wife, exclusive of all other persons; for if the gift is to trustees for the benefit of the wife and her husband, or of the wife and her children, or of the wife and any other person or persons, the marital rights of the husband will not be excluded, although the terms of the gift are such that if the gift was to the wife alone a separate estate would be created in her; so, if the gift is to the husband and another as trustees for the wife, it will not be to her separate use."

The plaintiff and defendant were united in marriage at Shanghai, China, on the 10th day of September, 1862. Prior to the marriage there was no marriage settlement, or agreement for a settlement, made between the parties. In November following, the plaintiff, Dr. M. T. Yates and James O. Pendleton purchased jointly a piece of land in the French Concession at Shanghai, and applied to the French Consul-General to have it registered in the Consulate in their names respectively, but were refused on the ground that as the Consul said all land registered in that Consulate must be in the name of French subjects. The entire purchase was thereupon registered in the firm name of Remi, Schmidt & Co., and was held by them under title deed No. 173. Subsequently, in January 1863, the same parties purchased another lot of land adjoining the first which was registered in the name of another French subject, James T. Doyen, for the reason first assigned, and was held by said Doyen under title deed No. 174. The next purchase was by same parties, and was land adjoining the other two lots, and was made in June 1863 in the name of Doyen and held under title deed No. 16. In July 1863, Doyen by two instruments in writing, neither of which, however, was recorded in the French Consulate, transferred or attempted to transfer one undivided third share of the property held under said title deed No. 174, and standing in his name, to Dr. M. T. Yates and the other two undivided third shares to James O. Pendleton; and on the 17th day of December in the same year the said Pendleton undertook to convey to the said M. T. Yates his heirs and assigns one undivided third part of the said land to hold to the said Yates his heirs and assigns forever in trust, "First for the defendant during her life or in case of the plaintiff's death then so long as she should remain his widow to receive and pay over to her the nets and profits of the said property for her sole and separate use. Second, upon the death or re-marriage of the defendant then in trust for any child or children of the plaintiff born of her the defendant, and his her on their heirs and assigns

forever. Third, upon the death or re-marriage of the said defendant, leaving no issue of her marriage with the said plaintiff, then in trust for the said plaintiff his heirs and assigns in fee simple for ever, and to convey to said plaintiff or to any person or persons and his or their heirs and assigns whom he may in writing appoint by a good and sufficient deed, all the estate of him the said trustee hereby conveyed." This document is also unrecorded in the French Consulate. This whole transaction the learned Counsel for the plaintiff characterizes as an abortive one, as the transfer of the property was never perfected by registration or even accepted by Dr. Yates, and the document itself was never treated as valid by either the plaintiff, who does not appear as a party to it, or by the defendant. The plaintiff says in his evidence that there were three reasons for its failure: First, because a deed in the nature of a trust deed could not be recorded at the French Consulate. Secondly, because Dr. Yates would have nothing to do with the transaction; and Thirdly, because the instrument did not express or carry out his wishes in the premises. The transaction, however, is important as it shows that the plaintiff never intended to invest the defendant with the title to the said property to the exclusion of himself. It may be worth while to here remark that this document only deals with a portion of the property in dispute. The next transfer took place on the 31st day of May 1864, when the land held under title deeds Nos. 173 and 174—the last mentioned deed comprising the property the subject of the so-called abortive deed—was transferred by Schmidt and the plaintiff, acting as attorney for Doyen, as to one undivided third part to Dr. Yates, as to one undivided third part to Pendleton, and as to the remaining third to the defendant. On the 5th of Septemer following, the plaintiff transferred, as Doyen's attorney, the land standing in Doyen's name, which was purchased in June 1863, to Yates, Pendleton, and the defendant in equal shares. With reference to these two transactions we find the plaintiff as attorney conveying land purchased with his own money, and which would have been standing in his own name but for the extraordinary ruling of Mr. Edan, the French Consul-General, to his wife the defendant, which is a direct conveyance from the husband to the wife to all intents and purposes, and which the law says is void. The next purchase by the plaintiff was a half share of Pendleton's interest in 1874, which was by plaintiff's order conveyed direct to the defendant. At this time another small piece was purchased by the plaintiff, but the deed was not delivered until 1877. This was also deeded direct to the defendant. These constituted the purchasing transactions in respect of the property in dispute. The plaintiff says the reason the two last purchases were conveyed direct to the defendant was because a portion of the land was already in her name, and he wanted it all there, as it would save expense in making the transfers, and that it was his intention that his wife should transfer it back to him. This seems to be clearly established from the history of the transactions. In fact there appears nowhere a single circumstance which goes to establish the defendants' title to the property in question as against the plaintiff. The most she could claim, provided she is entitled to any consideration at all, is her support out of the property, and that the plaintiff is bound to furnish any way so long as the defendant lives with him as his wife. The defendant has taken no concern whatever in any of the transactions connected with the land in dispute. It was purchased with funds furnished by the plaintiff, improved by the same means aided by a portion of the rents. The plaintiff has taken all care both in the purchase and management of it, and when transfers were necessary they have been made by him, with a single exception. In addition, in 1867 the defendant, at the request of the plaintiff, transferred to him one half of the said property then standing in her name. This she certainly would not have done had she not regarded it as the property of her husband, and as to the remaining half she has never, according to the evidence of Captain McGilvery, claimed it as her own. Not only so, but according to the evidence of Mr. McGilvery and Twombly—both of whom seem to have been in a position to know more about the affairs of

the plaintiff and defendant than any other persons—the defendant has always regarded the property as that of the plaintiff. The fact also that the defendant failed to answer the plaintiff's petition herein, after having been served personally with a copy of it, is additional evidence that she regards the property as the plaintiff's. In the light of these facts, the property has certainly always been liable for the satisfaction of the plaintiff's debts, and it therefore should appear of record in his name. So far as the defendant is concerned, she has no claim upon the plaintiff or his property, for the evidence shows that she has been everything else but a faithful and dutiful wife, and it will simply be an act of charity to pass over her conduct towards him in this respect in silence. On the other hand his treatment of her seems to have been kind and indulgent in the extreme, while his expenditure of money upon her has been lavish, even to foolishness—amounting in sixteen years to 230 thousand dollars, 40 thousand dollars of which she has invested in Government bonds according to her own admission to Captain McGilvery. The amount of property standing in her name and in her possession may have been a strong inducement for her to behave so badly towards the plaintiff.

The Court therefore finds and declares that the property mentioned in the petition, and which is the subject of its prayer, is the property of the plaintiff exclusively, and that he is entitled to deal with it as such without reference to the defendant.

(Signed) O. N. DENNY,
Consul-General, Acting Judicially.

Assented to.

(Signed) D. WELD,
„ W. H. MACOMBER, } *Associates.*

APPENDIX.

ORDERS AND DECREES IN THE SUIT OF HILL *v.* YATES.

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI.

April 26th, 1879.

CHARLES EUGENE HILL, *Plaintiff*,

v.

MATHEW TYSON YATES, Agent of ELIZABETH ADAMS HILL, *Defendant.*

INJUNCTION.

The United States to Mathew Tyson Yates send greeting:—

The above-named Plaintiff having filed his complaint in our Court for the Consular District of Shanghai against the above-named Defendant, praying for an injunction against said Defendant, requiring him to refrain from certain acts in said complaint and hereinafter more particularly mentioned. On reading the said complaint in this action, duly verified by Charles E. Hill and the said Defendant Mathew Tyson Yates, having appeared before us in chambers and having assented to a temporary injunction as prayed for by the said Plaintiff, Charles Eugene Hill, in his petition in this action.

We therefore, in consideration thereof, do strictly command you, that you do refrain from paying or causing to be paid to the said Elizabeth Adams Hill, or to any person for her, any monies now in your hands, or under your control or which may hereafter and until the further order of this Court, come into your possession as the Attorney or Agent of the said Elizabeth Adams Hill respecting one undivided fourth of certain property situated in the so-called French Concession at Shanghai and registered in her name at the French Consulate General at Shanghai: the said property is now bounded on the North by property of the Defendant and S. Carpenter and C. Lemaire, on the South by the City Moat, on the East by property of Yang Takee registered in the French Consulate Books in the name of J. J. Keswick, and on the West by the Rue du Moulin.

And you are further ordered and enjoined to account to and pay into this Court any and all monies now in your hands or under your control or which may hereafter and until further order of this Court, come into your possession or under your control as the Attorney or Agent of the said Elizabeth Adams Hill, respecting the said one undivided fourth part of the said property so registered as aforesaid.

Witness our hand and the seal of this Court this 26th day of April, A.D. 1879.

(Signed) DAVID H. BAILEY,
Vice-Consul General,
Acting as Judge.

(Seal)

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI.

April 1st, 1880.

CHARLES EUGENE HILL, *Plaintiff*,

v.

MATHEW TYSON YATES, D.D., *Defendant*,
Agent for ELIZABETH ADAMS HILL.

Upon motion made on the 5th and 6th days of September, 1879, by Counsel on behalf of the Defendant that the temporary injunction awarded by this Court on the 26th day of April, 1879, should be dissolved and after hearing Counsel for the Plaintiff and Defendant respectively, this Court doth order that the Defendant's said Motion be refused with costs and upon the application of the Plaintiff. It is further ordered that the sum of One thousand nine hundred and nineteen Taels Sixty cents being the residue of the monies paid into this Court by the Defendant pursuant to the said Injunction after deducting therefrom the sum of One hundred and thirty seven Taels fifty four cents the amount of the fees due to this Court in respect of this suit be paid to Frederick Bridge the Plaintiff's Attorney in Shanghai, such deduction being without prejudice to the question of how the said Court fees are ultimately to be borne.

(Signed) DAVID H. BAILEY,
Consul General.
Judge.

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI.

Shanghai, 20th August, 1880.

Before O. N. DENNY, Esq., Consul-General, Acting Judicially.

CHARLES EUGENE HILL,

v.

MATHEW TYSON YATES, Agent of
ELIZABETH ADAMS HILL.

Mr. R. E. Wainewright appeared for the plaintiff.
Mr. J. J. Henderson appeared for the defendant.

In this case the Court to-day delivered the following

Judgment:—

The Court said—The petition of the plaintiff above-named, filed in this Court on the 13th day of March, 1879, before David H. Bailey, Esq., then Consul-General and Judge, alleges as follows. (He then read the petition).

These allegations are not denied, except those relating to the agency of defendant for the said Elizabeth Adams Hill. Upon this point the defendant says in substance that all moneys coming into his possession, or under his control, on account of the undivided one-fourth part of the property mentioned in the above-named plaintiff's petition, as belonging to said Elizabeth Adams Hill, have come into his hands as the common receiver of the rents and profits falling due for the undivided property owned by himself, the said Elizabeth Adams Hill, and others in common, and not as the agent or attorney of the said Elizabeth Adams Hill. Upon this showing a temporary injunction was issued out of this Consular Court on the 26th day of April, 1879, in accordance with the prayer of plaintiff's petition, restraining the defendant, who had hitherto collected the rents and profits arising from the property in question, from paying such rents over to the said Elizabeth Adams Hill, and directing the defendant to pay the same into this Court until the further order thereof. On the 5th day of September following, a motion was filed by Elizabeth Adams Hill, through her Counsel, James Joseph Henderson, Esq., to dissolve the said temporary injunction, which motion was denied by the Court. No further proceedings affecting the rights of the parties were taken until the 1st day of April, 1880, when an order was made by Mr. Bailey, then Consul-General, sitting as Judge, directing that the moneys heretofore paid into this Court upon said order by the defendant be paid over to the plaintiff or his agent.

On the 17th day of July, 1880, Elizabeth Adams Hill, by her said Counsel, James Joseph Henderson, renewed her motion to forthwith dissolve the said temporary injunction, and that all moneys now in the hands of the Court, paid by the defendant upon said order, since the 1st day of April last, be handed over to the agent of said Elizabeth Adams Hill :—

1.—Because the injunction was issued without due process of law.

2.—That there is no sufficient reason for its existence.

3.—That the property affected by it is the separate estate of said Elizabeth Adams Hill, and her husband is not entitled to interfere with, or deprive her of, it at all.

Before proceeding to discuss the legal questions raised by this motion, I desire to call attention to the phraseology of the only section of the statute bearing upon the case. As the Consular Courts in China were created by special Act of Congress to aid in carrying into effect the treaties with this country, it follows that the authority exercised by such Courts over the lives and property of citizens of the United States in China must be derived from the expressed provisions of such Acts. In view of this, and the absence of any other provision applicable, the rights of the parties at interest will be considered under Sec. 4,086 of the Revised Statutes, 2nd Ed., which reads as follows :—

"Jurisdiction in both criminal and civil matters, shall in all cases be exercised and enforced in conformity with the laws of the United States, which are hereby, so far as is necessary to execute such treaties, respectively, and so far as they are suitable to carry the same into effect, extended over all citizens of the United States in those countries, and over all others to the extent that the terms of the treaties respectively justify or require. But in all cases where such laws are not adapted to the *object, or are deficient in the provisions necessary to furnish suitable remedies*, *the Common Law and the Law of Equity and Admiralty* shall be extended in like manner over such citizens, and others in those countries." Since, then, the rule of the Common Law and the law of Equity must be the guide in reaching a conclusion in this case, it is necessary to enquire what interpretation is to be placed upon the phrase, Common Law ; while it cannot be considered co-extensive with the Common Law of England as adhered to before the adoption of the Constitution by the States, neither can it be considered to mean the Common Law as presented in each of the States of the Union. For as each State is independent of the rest, it has resulted that the phase of the common law in each State is different from that of the others. But a more reasonable interpretation may be held to "include"—as Abbott's practice says—"all those proceedings in which legal rights are to be ascertained and determined, whether they be the old long-settled proceedings of the Common Law, or new legal remedies, different it may be, from the old Common Law forms, but *proceeding according to the general course of Common Law principles*, in contra-

distinction to those whose equitable rights alone were recognised and equitable remedies administered as well as in contradistinction to those where, as in Admiralty, a mixture of public law, maritime law, and equity, is often found in one proceeding."

The motion under consideration raises two questions. First, the legality of the injunction; and, second, the plaintiff's right to control the rents and profits arising from the property in question. These will be taken up and disposed of in the order named. An injunction is a judicial process requiring a party to do a particular thing according to the exigency of the writ, and may be temporary or permanent. A temporary injunction is granted until some particular stage in the suit or proceeding shall be reached such as filing an answer, hearing the case upon its merits, &c. A permanent injunction is issued when, in the opinion of the Court, after a full and complete hearing upon the merits, the plaintiff has established a case which entitles him to the relief prayed for. In either case, however, a Court of Equity will not grant an injunction unless it shall clearly appear that the injury threatened or complained of is irreparable and that the plaintiff has no remedy at all at law, or that that remedy is inadequate ; not only is the plaintiff's petition defective in these important allegations, but it appears from the statements of the plaintiff and defendant taken together that there is a remedy at law for all that the plaintiff here complains of. For if the plaintiff is entitled to receive the rents and profits arising from the land referred to, as he claims to be, and the defendant after notice collects and voluntarily pays them to one not entitled to receive them, he is responsible in damages.

In the next place, is it true that the property affected by the injunction is the separate estate of the said Elizabeth Adams Hill, and that the plaintiff is not entitled to interfere with its control and management ? In support of this part of his motion the learned Counsel for Mrs. Hill cites a number of authorities containing decisions of the Supreme Court of the United States to the effect that the wife's separate property cannot be appropriated by the husband to his own benefit. These decisions have for their foundation the law of Equity, as administered by Courts having equity jurisdiction, and not the Common Law rule referred to in Section 4,086 of the Revised Statutes. Hence I cannot see how they can be considered applicable to the case while considering it under the rule of the Common Law, neither can I see the applicability of the General Statutes of Connecticut, where resides Mrs. Hill, which were cited by the learned Counsel for the plaintiff, and which gives to the husband the care and control of the proceeds arising from the wife's separate estate during their joint lives. It is also claimed by plaintiff's learned Counsel, that as the property in question was given by the plaintiff, not as a marriage settlement, but in order to secure his wife against want, that at Common Law he has the right during their joint lives to control the rents and profits arising therefrom, since he has provided his wife with other means of support. In support of this proposition, he cites Perry on Trusts, 2nd vol. page 212 :—" At Common Law a husband became entitled to receive the rents and profits of his wife's real estate during their joint lives, and he became absolutely entitled to all personal property in possession and to all her choses in action if he reduced them in possession during his life." The reason of the law was that by the marriage the husband became liable for all debts of the wife before marriage, and to maintain and support her and the children after, that it was because of these obligations, and to enable him to fulfil them, that the law gave him the control over the wife's separate estate, and if the law which must govern the disposition of this case took all of the wife's property acquired before and after marriage for such purposes, certainly it will now give to the plaintiff the control of the rents and profits of property purchased with money acquired by himself and transferred to his wife for the laudable object of securing her against destitution in case of his death or his inability to provide for her support. Not only is the plaintiff entitled under the law to control the rents received from the property described in the petition, but the equities of the case would seem to support this view also ! The plaintiff came to Shanghai, China, at an early day, and this has been his home ever since. Here are his business interests, and here he accumulated all his property, or at least that portion heretofore described. Here Mrs. Hill was united with him in marriage, coming from the United States for that purpose, and after living with him as his wife for eight

years, left him in China and returned to the United States, where she has since resided, refusing to return to live with plaintiff as her husband, although frequently urged by him to do so. Such a course not only defeats the objects of the marriage contract, but it entails upon the husband the expense of keeping up two households instead of one. Then, when the plaintiff refuses longer to submit to this condition of things, the wife brings her suit for a divorce as being the easiest way apparently of avoiding the legal authority of a husband, who, up to this time, not only seems to have acceded to all her wishes, but paid the bills as well. It is the lawful duty of the wife to accompany her husband wherever his business takes him. Perry on Trusts, Sec. 635, says: "If the wife already has an adequate provision, a settlement will not be made out of her life estates nor will it be made if she is living in adultery or refuses to accompany her husband when he removes from place to place in the performance of the duties of his profession or occupation." The equities of the case would stand upon a very different basis if the husband had deserted the wife and refused to live with or provide for her support. For in such a case this Court would secure to the wife, not only the rents and profits arising from all the property standing in her name within its jurisdiction, but would make additional provision out of the property of the husband if necessary, for the support of herself and child. But it not only appears from the affidavit of the plaintiff that he has given her about $50,000 in personal profit in addition to her support, but that it is the wife in this instance who has deserted the husband, and since therefore she has chosen to make her bed so far from his, she must be contented to lie in it. I conclude by finding:

1st.—That the temporary injunction heretofore issued out of this Court, and directed against Mathew Tyson Yates, should be dissolved.

2nd.—That the plaintiff is legally entitled to the use and control of the rents and profits arising from the land described in plaintiff's petition as trustee of said Elizabeth Adams Hill, his wife.

3rd.—That the rents thereof now on deposit in this Court be paid over to the plaintiff or his agent.

(Signed) O. N. DENNY,
Consul-General, Sitting as Judge.

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI.

October 15th, 1880.

I, B. R. LEWIS, Clerk of the United States Court for the Consular District of Shanghai, do hereby certify that the attached printed document extracted from the North-China Daily News is a true correct and faithful copy of the Judgment rendered and on record in this Court, in case No. 728, Charles Eugene Hill *v.* Mathew Tyson Yates as agent for Elizabeth Adams Hill duly rendered in this Court on the 20th day of August, 1880.

Witness my hand and the seal of this Court this 15th day of Oct., 1880.

(Signed) B. R. LEWIS,
Clerk of the United States Court for the Consular District of Shanghai.

[Seal.]

IN THE UNITED STATES COURT FOR THE CONSULAR DISTRICT OF SHANGHAI.

March 15th, 1881.

CHARLES EUGENE HILL,

vs.

M. T. YATES, as Agent for
ELIZABETH ADAMS HILL.

IN THE MINISTERIAL COURT FOR THE UNITED STATES FOR THE EMPIRE OF CHINA.

ELIZABETH ADAMS HILL, *Appellant*,

vs.

CHARLES EUGENE HILL, *Appellee.*

This is an appeal to this Court by Elizabeth Adams Hill from so much of a decision rendered by the Consular Court for the United States at Shanghai on the 20th day of August, 1880, as holds that Charles Eugene Hill is legally entitled to the use and control of the rents and profits arising from certain landed and house property in the so-called French Concession at Shanghai, as Trustee of Elizabeth Adams Hill, his wife, and orders to be paid over to him or to his agent certain rents of these lands then on deposit in that Court, said rents amounting to 1,568 $\frac{55}{100}$ dollars.

The Appellant sets forth that this Judgment is erroneous and ought to be reversed.

Because 1st.—It was rendered without due process of law and it was not competent for the said Consul-General as said Court to pronounce the same.

Because 2nd.—The said Court was not lawfully constituted to pronounce the same, no Associates having sat with or assisted the Consul-General therein.

Because 3rd.—That even if the proceedings of said Court had been due and lawful for the purpose thereof, and it had been competent for the said Court to pronounce the same, that portion of it is contrary to law.

Wherefore the Appellant prays that so much of said Judgment as is hereinbefore stated and set forth may be revised and that the Appellant may be restored to all things which she has lost by said Judgment.

The Record shows that March 13th, 1879, the Appellee in this case Charles E. Hill as Plaintiff filed a petition in the Consular Court asking on the ground of allegations therein contained that Mathew T. Yates agent for Elizabeth Adams Hill be enjoined from paying to her or her agent the rents of the property above described and be ordered to pay them to the Plaintiff or his agent. To this Mr. Yates made answer, and April 26th, 1879, a temporary injunction was issued ordering Mr. Yates to pay the rents into the Consular Court until further order. September 5th, 1879, a motion made by James Joseph Henderson, Counsel for Mrs. Hill, that the temporary injunction be dissolved, was denied. April 1st, 1880, the Consul-General Mr. Bailey ordered the monies thus far paid into the Court under order to be paid to plaintiff or his agent. July 17th, 1880, Elizabeth Adams Hill by her Counsel, James Joseph Henderson, moved the Honorable Court that its injunction issued on the 26th day of April restraining M. T. Yates from paying to her the rents of the property situated in the French Concession at Shanghai, coming into his hands until further order of Court be forthwith dissolved and that any of such monies remaining in the hands of the Court which have been collected under such injunction be handed over at once to Alexander Myburgh, Esquire, her agent and attorney at Shanghai on the grounds,

1st.—That the injunction was issued without due process of law.

2nd.—That there is no sufficient reason for its existence.

3rd.—That the property affected by it is the separate Estate of said Elizabeth Adam Hill, and her husband is not entitled to interfere with or deprive her of it at all.

After hearing arguments on this motion Mr. Consul-General Denny, sitting as Judg gave his decision, dissolving the injunction and finding "that the plaintiff is legally entitled to th use and control of the rents and profits arising from the land described in Plaintiff's petition a trustee of the said Elizabeth Adams Hill, his wife," and further "that the rents thereof now o deposit in this Court be paid over to the Plaintiff or his agent."

It is from this decision except that part which dissolves the injunction that appeal taken by Mrs. Hill through her Counsel Mr. Henderson.

One contention of the Appellant is that the motion before the Court was simply t dissolve the injunction and to return the rents held under it and that it was not competent for th Court in hearing that motion to decide who had the legal title to the income of the property But under the Appellant's motion, that the monies in Court be paid to Mrs. Hill's agent it wa competent, in my opinion, for the Court to consider and determine the question to whom thos monies belonged.

The Appellant also argues that the Court was not lawfully constituted, since Associate did not sit as the Statute requires when damages of more than five hundred dollars are claimed.

I think there is properly no question of damages here, and that Associates were no required to give validity to the procedure.

Passing to consider the decision itself I find after careful examination no reason to disse from the Consular Court.

I am of the opinion that the decision should be sustained.

The Appeal is therefore dismissed with costs to the Appellant.

(Signed) JAMES B. ANGELL,

[L.S.] *Envoy Extraordinary and Minister Plenipotentiar*
Acting Judicially.

By the Minister,

(Signed) CHESTER HOLCOMBE,
Secretary of Legation.

Legation of the United States, Peking, March 3rd, 1881.

Upon the receipt and filing of the foregoing decision on Appeal, it is hereby ordered th the monies on deposit in this Court, be paid to Charles Eugene Hill, the Appellee.

(Signed) O. N. DENNY,
Consul-General, Acting Judicially.

KNOW ALL MEN BY THESE PRESENTS THAT I, ELIZABETH ADAMS HILL of the Town of Bridgeport, County of Fairfield State of Connecticut in the United States of America, have made constituted and appointed and by these presents do make constitute and appoint GEORGE JAMES WEBSTER COWIE and ALEXANDER MYBURGH both of Shanghai, Empire of China, jointly and each of them severally my true and lawful Attorney and Attorneys for me and in my name place and stead and to my use to ask demand collect and receive from MATHEW T. YATES of the City of Shanghai, Empire of China, all rents and monies heretofore collected by the said Yates or hereafter collected by him from any person or persons whatsoever as tenants occupiers lessees or assignees of any term or terms of all lands tenements or hereditaments or any part of them belonging to or claimed by me situated on the French Concession in the City of Shanghai, Empire of China, and upon receipt therefor to give proper acquittances and discharges therefor.

And I do also make constitute and appoint the said Cowie and said Myburgh jointly and each of them severally my true and lawful Attorney and Attorneys for me and in my name to commence and prosecute any suits or actions or other legal proceedings for any debts duties demands matter cause or thing whatsoever due or belonging or to be due and belonging unto me or to be demanded or that may be demanded by me in any Court of law or equity, and the same to prosecute and follow or to discontinue the same. And also for me in my name to appear make answer and defend in all actions and suits whatsoever as well real as personal or mixed, which are or hereafter shall be commenced against me by any person whatsoever.

In witness whereof I have hereunto set my hand and seal this 7th day of May A.D. 1879.

(Signed) ELIZABETH A. HILL. [Seal.]

Signed and sealed in presence of

(Signed) E. F. ADAMS.
Do. WM. R. SHELTON.

I hereby certify the above is a true copy of the original now on file in this Consulate-General.

(Signed) G. A. SHUFELDT,
Clerk of the Court.

Dr St Clair

No. 350] November 8th 1882 United States Consulate General at Shanghai,

Mr. Charles Vice Consul General in charge to the State Department.

Subject:—

ac. Jan 11/83 Thomas.

ABSTRACT OF CONTENTS.

Informs of having drawn draft on the Secretary of State for £486. 53/100 to balance account Form 90. 3rd Quarter 1882.

No. 2

Hon.

Sir,

No. 350

United States Consulate General,

Shanghai, November 8th 1882

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to inform you that I have drawn on the Honorable Secretary of State for four hundred and eighty six 53/100 ($486.53/100) dollars to balance account Form 90 Miscellaneous disbursements for Quarter ending September 30th 1882. for which I ask your protection.

I am Sir

Your obedient servant

T. B. Shryock

Vice Consul General in charge.

Enclosure

Rent & Miscellaneous expenses. Form 90.

Dr St Clair.

No. 351 Shanghai November 8th 1882 United States Consulate General at Shanghai,

Mr. Charles Denby Consul General in charge to the State Department.

Subject:—

DEPARTMENT OF STATE
DEC 20 1882
RECEIVED

ac Jan 11/83 Sherman

ABSTRACT OF CONTENTS.

Enclosed Quarterly Returns for the 3rd Quarter 1882

Note * Note

No. 351.

United States Consulate General,

Shanghai, November 8th 1882.

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith my accounts and returns for the Quarter ending September 30th 1882.

Trusting that they may be found in order.

I am, Sir

Your obedient servant

J. D. Cheshire

Vice Consul General in charge

Enclosures

No. 1. Digest of Service book Form No. 117.

No. 2. Arrivals & departures American vessels . . 120

No. 3. Return of deceased Americans . . 121

No. 4. Record of Notorial services . . 15

Rec'd Auditor's Office Dec 19 '82

(Form No. 121.)

NAMES of all Deceased American Citizens, including Seamen or Mariners, together with the value of the personal effects belonging to them and taken possession of by or deposited with Consul at Shanghai China, from July 31st to September 30th, inclusive.

DATE DECEASE.	NAMES OF PERSONS.	OF WHAT PLACE A NATIVE OR RESIDENT.	IF A SEAMAN, TO WHAT VESSEL BELONGING.	WHERE DECEASED.	VALUE OF EFFECTS.	DISPOSITION MADE THEREOF.
1884						
July 4th	Vida Edgerton	California		Shanghai	Unknown	
" 18th	Donald Ross	Scotland		"	"	
Sept 8th	Carl Schliemann	Unknown	American Bark	"	"	
" 13th	Hilmar Osgard	"	" Q. Brown	"	"	
" 23rd	P. Jorgensen	"	Herbert Black	"	"	

Wages and Effects in charge of Masters Vessels bound for the United States.

F. D. Chesbrough
Vice U. S. Consul. General.

Form № 121

Enclosure № 3.

McClair

No. 352 November 10th 1882 United States Consulate General at Shanghai,

Sir. Cheshire Vice Consul General in charge to the State Department.

Subject:—

DEPARTMENT OF STATE
DEC
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ac. Jan 11/83 Shanghai Sent

ABSTRACT OF CONTENTS.

Informs the Department of not having received copy of Diplomatic and Consular Appropriation Bill for fiscal year ending June 30th 1883.

No. 357

United States Consulate General,

Shanghai, November 10th 1882

From Henry A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to call the Department's attention to the fact that this office has not received a copy of the Diplomatic and Consular Bill for the fiscal year ending June 30th 1883, and that the Salary and Fee accounts for the offices of this Consulate General have been for the last two Quarters rendered at the same rate as last year.

I communicate this fact so that in the event of any of the salary accounts having been rendered incorrectly the Department

Department will understand that
it is no fault of this office.

I am Sir:

Your obedient servant

T. Oakshott

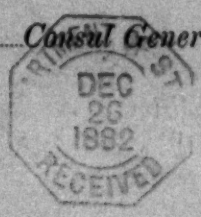
Vice Consul General in charge

W. C. Clair

No. 353] November 13th 1882 United States Consulate General at Shanghai,

M. Cheshire Vice Consul General in charge to the State Department.

Subject:—



ac Jan 11/83 Sherman

ABSTRACT OF CONTENTS.

Encloses Marriage certificate

Note marriage

Noted

No. 353.

United States Consulate General,

Shanghai, November 13th 1882

Hon. Abbey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith a certificate of marriage which took place in my Presence between Morris Nelson and Juliane Matilda Rasmussen.

Mr. Nelson was born in Copenhagen Denmark but was naturalized in New York City.

I am, Sir

Your obedient servant

J.S. Cheshire

Vice Consul General

Enclosure

Marriage Certificate

CERTIFICATE

of

MARRIAGE.

Consulate General of the United States,

Shanghai, China, November 8th, 1882.

I, F. D. Olcutt Vice CONSUL GENERAL

OF THE UNITED STATES at Shanghai, do hereby certify that on this Eighth day of November, A.D. 1882, at the residence of the Consulate General, in the city of Shanghai Morris Nelson aged 47 years born in Copenhagen, but now residing Shanghai and Julia Hilda Rasmussen born in Copenhagen and now residing in Shanghai were united in marriage before me, and in my presence, by Rev. Wm. J. Boone, who is authorized by the laws of the United States to perform such a ceremony.

In witness whereof I have hereto subscribed my name and affixed the seal of the CONSULATE GENERAL AT SHANGHAI this 8th day of November, A.D. 1882, and of the Independence of the United States the 107.

F. D. Olcutt

Vice Consul General.

DEPARTMENT OF STATE
DEC
26
1882
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No. 354 Shanghai November 14 1882 United States Consulate General at Shanghai,

Mr. Charles Denby Consul General. China to the State Department.

Subject:—

Dft Clair
Ack Jan 11/83
Thurman

ABSTRACT OF CONTENTS.

Enclosed Marriage certificate

Noted

No. 354

United States Consulate General,

Shanghai, November 14th 1882

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith a certificate of marriage which took Place in my presence between Benjamin Pell Clough and Rhoda Johnson.

Mr. Clough was born in Salem Massachusetts.

I am Sir

Your obedient servant

F. S. Cheshire

Vice Consul General

Enclosure

Marriage certificate

CERTIFICATE

of

MARRIAGE.

Consulate General of the United States,

Shanghai, China, November 11th, 1882.

I, F. D. Cheshire Vice CONSUL GENERAL OF THE UNITED STATES at Shanghai, do hereby certify that on this Eleventh day of November, A.D. 1882, at the ~~residence~~ Church of Our Saviour, in the city of Shanghai Benjamin Peel Clough aged 35 years, born in Salem Massachusetts, and now residing Shanghai and Rhoda Johnson born in London England and now residing in Shanghai were united in marriage before me, and in my presence, by Rev. Wm J. Boone, who is authorized by the laws of United States to perform such a ceremony.

In witness whereof I have hereto subscribed my name and affixed the seal of the CONSULATE GENERAL AT SHANGHAI this 11th day of November, A.D. 1882, and of the Independence of the United States the 107.

F D Cheshire.

Vice Consul General.

D'Hclair

No. 355 Shanghai Nov 15th 1882 United States Consulate General at Shanghai,

Mr. Shuhsi Vice Consul General. in chge, to the State Department.

Subject:—

Copy & Trans. to James Legislation Mar 15/83

DEPARTMENT OF STATE
DEC 26 1882
RECEIVED

ABSTRACT OF CONTENTS.

Encloses Draft of exchange which represents a contribution toward the Garfield Memorial Fund.

No. 355.

United States Consulate General,

Shanghai, November 15th 1882

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to my No. 337.

I now have the honor to enclose record of exchange which represents a contribution towards the Garfield Memorial Hospital Fund, sent to me by His Honor Chen Ju Hsien Chinese Magistrate of the Mixed Court at Shanghai.

I am Sir

Your obedient servant

J. B. Cheshire

Vice Consul General

in charge.

Enclosure.

Record of exchange

No. 356 November 21st 1882 United States Consulate General at Shanghai,

Mr. Shenhuis Vice Consul General. in charge to the State Department.

Subject:—

DEPARTMENT OF STATE
DEC
26
1882

ABSTRACT OF CONTENTS.

Acc
Jan 1/83
Shenhuis

Referring to Mr. Consul Smithers
#54 to the Dept. in relation to the
transfer of Foreign built vessels
to citizens of the United States.

No. 356

United States Consulate General,

Shanghai, November 21st 1882

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to Mr. Consul Smithers despatch of date the 20th instant, upon the subject of transfer of foreign built vessels to citizens of the United States; I have the honor to inform the Department that I have much pleasure in endorsing the suggestions made therein.

It is my belief that for many years past, and at the present time the majority of the Sochai plying between this port and Ningpo, and on the Yangtze river under the American flag are wholly owned by Chinese, and

and are registered in the name of American citizens for the purpose of securing the protection of the flag.

If a citizen of the United States were obliged to make oath that he is the bona fide purchaser at the time of the transfer of a vessel to his name, and required to also make oath from time to time that he had not parted with his interest in the same, it would have the effect of saving our flag from being so often disgraced.

The Chinese are only too glad to place their Lorchas under the name of foreigners, as they are thereby exempted from paying various Lekin and inland dues

dues levied on native crafts.

I trust the Department will consider this subject worthy of its consideration.

I am Sir:

Your obedient servant

T S Cheshire

Vice Consul General in charge.

No. 4

Mr.

Subj

St Clair

No. 357] December 1st 1882 United States Consulate General at Shanghai,

Mr. Cheshire Vice Consul General in charge to the State Department.

Subject:—

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Jan 11/83
Thurman

ABSTRACT OF CONTENTS.

Acknowledges receipt of despatches
Nos 134 & 135.

No. 357.

United States Consulate General,

Shanghai, December 1st 1882

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of the Departments despatches numbered 134 and 135.

There was no enclosure in Mr. Consul General Denjie's despatch No. 317, the semi-annual report of Estates of deceased citizens referred to was written in the body of the despatch.

I note the Departments instructions in regard to the communication from the Shanghai Chamber of Commerce relative to the United States and Corean Treaty.

I am, Sir,

I am Sir:

Your obedient servant

F. B. Chesshire

Vice Consul General in charge

Pitcher has been recognized as V Consul.

No. 358] December 2nd 1887 United States Consulate General at Shanghai,

Mr. Cheshire Vice Consul General in chge to the State Department.

Subject:—

DEPARTMENT OF STATE
JAN
6
1883
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Jan 11

Pitcher has not been recognized But Clair can leave, when he leaves Consulate come me accept the Charge Cont Consul Gl

ABSTRACT OF CONTENTS.

With reference to the approval of Mr. Consul Jacki #51 & the appointment of Mr. Pitcher to take charge during his absence to the United States.

No. 358

United States Consulate General,

Shanghai, November 2nd 1882

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to Mr. Consul Jucks despatch No. 51, wherein he makes application for leave of absence to visit the United States, which I have approved. I consider it my duty to inform the Department that there is a strong feeling among the officials of this Empire against transacting official business with missionary or merchant Consuls, and the result is, that when such men are in charge of our interests, it very often happens that they are not treated with the above respect as would be

be shown a bona fide Consular Office, or one who is not engaged in any other vocation.

Mr. Stokes, Vice Consul at Tientsin, whom Mr. Tuck intends to leave in charge of the Consulate during his absence, is a gentleman of unquestionable character, and good standing, but the fact of his being a missionary, and that the Chinese official dislike dealing with gentlemen of his profession, in an official capacity, is, I regret to say, a strong argument against the interests of Americans in China, being placed even temporarily in charge of such men.

Perhaps the strongest reason the Chinese officials advance in

in support of the Position they assume against missionary holding officials Position in China is, that they exercise Judicial authority and are not infrequently interested in some of the most difficult cases that arise between foreigners and chinese, namely missionary cases.

I am Sir

Your obedient servant

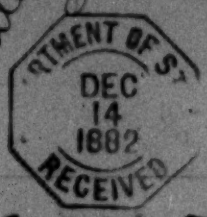
T. D. Cheshire.

Vice Consul General in charge.

Granted Dec 16/82 Rem

A. Adams

~~House of Representatives,~~



Washington, D. C., 13th Dec, 1882

Hon

Fredk T Frelinghuysen

Secretary of State

Washington City

D C

Sir

Referring to my application for leave of absence beyond the limits of the United States and to your reply granting the same for the period of two months - the usual time - which expires today. I now have the honor to request - its extension for two months longer. In making this application I beg to call your attention to the fact that that

House of Representatives,

Washington, D. C., ..., 188 .

during my five and one half
years of service in China. I have
never applied for leave of visit-
ing home. and perhaps would
not have done so when I did but
for the advice of my physician
while at Shanghai I was attacked
with Malarial fever which
clings during the summer months
which is still in my system.
and while visiting my home in
Oregon recently was confined
to my bed with it for several
days. For these reasons I trust
you will be pleased to grant my

House of Representatives,

Washington, D. C., ..., 188 .

my request -

I am Sir

your Obedient Servant

O. M. Dennis

7

D. of State

file

No. 359] December 18th 1887 United States Consulate General at Shanghai,

Mr. Charles Vice Consul General in charge to the State Department.

Subject:—

DEPARTMENT OF STATE
JAN
23
RECEIVED

ABSTRACT OF CONTENTS.

Acknowledges receipt of despatches
#136 to #141 inclusive, the last
dated November 2nd 1887.

No.

Hon

Sir,

No. 359

United States Consulate General,

Shanghai, December 18th 1882

Hon Abey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of the Department's despatches numbered 136 to 141 inclusive

The report called for in the latter despatch shall have early attention.

I am Sir

Your obedient servant

F. D. Cheshire.

Vice Consul General in charge

No. 360. December 23, 1882

Subject

Annual Trade Report.

Is bound at beginning of Vol. 34.

DEPARTMENT OF STATE
FEB 7 1883
RECEIVED

Ack Feb 13/83 Thurber

No. 361 | January 2nd 1883. United States Consulate General at Shanghai,

Chesbro Pierce Consul General, in charge to the State Department.

Subject:—

ABSTRACT OF CONTENTS.

Acknowledges receipt of despatches.

No. 361

United States Consulate General,

Shanghai, January 2nd 1883

Hon. Alvey A Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of the Department despatches numbered 142 and 143 the last dated November 15th 1882.; also copies of the Census Bulletins.

I am Sir

Your obedient servant

J S Cheshire

Vice Consul General in charge

No.

Mr.

Subje

DEPARTMENT OF STATE
FEB
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D'H Clair

No. 362 January 2nd 1883 United States Consulate General at Shanghai

Mr. Charles Price Consul General in charge to the State Department.

Subject:—

ac Feb. 13

ABSTRACT OF CONTENTS.

With reference to the claim of the late Consul General Myers.

No. 362

United States Consulate General,

Shanghai, January 2nd 1883.

Hon. Henry A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

Referring to the Department's despatch No 141. I have the honor to inform you, that the Records of this Consulate show that the property belonging to Mr. John O. Meyer, late Consul General at this post, as per Inventory transmitted to this office, was handed over to Mr. Vice Consul General Bailey by General Stahel on the 16th day of September 1878. I enclose copy of the Inventory, which is the same as the one forwarded by Department. This property must have been merged in the general Inventory of property

in

in this Consulate General belonging to the Government during Mr. Bailey's term of office, as there is no record of it having been handed over to Mr. Denny as Mr. Wyeis property, when he assumed charge of this Consulate. Excepting the sedan chair which was very old and worthless when Mr. Denny took charge, and was afterwards repaired for the Interpreter of this office, and the uniform clothing, oil clothing and uniform hats which are all worn out, all the others articles are in use and included in the inventory of United States property at this Consulate General.

Trusting the above report will be satisfactory.

I am Sir,

I am Sir

Your obedient servant

F. B. Cheshire

Vice Consul General in charge

Enclosure

No 1 Inventory

Duplicate

Inventory of Property belonging to John C. Myers Esq

			#		
Map of Asia		5			
Office Stove & fittings complete		12			
Fenders & 4 sets of Fire irons		20			
Two burner gas Pendants & globes		33			
Gas bracket & globes		14	50		
Hall lamp & globe		10			
Gas pendant & globe		1	50		
Two burner gas Pendant & globes		6			
Gas brackets & globes		4	50		
High-backed cane seated chairs		12			
Large official sedan chair (not complete)		90			
Scarlet uniform clothes for chair bearers		20			
Gilded clothings . . .		4			
Uniformed hats		6			
			#	238	50
				238	50

Received this above Property and five eighth day of September 1878 value one hundred
Signed / David H Bailey
U.S.V. Comm. & General

Thanks ac Mar 3/83 Acting DH Clark

No. 363 January 4th 1883. United States Consulate General at Shanghai,

Chushin Dye Consul General in charge to the State Department.

Subject:—

DEPARTMENT OF STATE FEB 1 1883 RECEIVED

ABSTRACT OF CONTENTS.

Enclosed copy of Trade Regulations agreed upon between China and Corea.

REGULATIONS FOR TRADE BY LAND AND SEA BETWEEN CHINA AND COREA.

Whereas Corea has long ranked as a frontier tributary of China, and all that affects the status and ceremonial intercourse of the two countries is governed by fixed and definitive arrangements which require no modification. Whereas, however, it has become natural and expedient, since the advent of maritime commercial intercourse with foreign countries, to relax absolutely the restrictions on all approach by sea, in order to cause the merchants of the two nations alike to enjoy the benefits of mutual traffic; and also to take measures to adapt the existing rules for the trade carried on at the frontier towns, to the circumstances of the time. Accordingly there is appended hereto in detail a set of regulations now decided upon for commercial intercourse by land and sea; but these have been framed from the desire of China to treat with the utmost consideration a dependency of her own, and are not included among the benefits to be claimed under the Most Favoured Nation clauses. [*Lit.* among the benefits to be equally enjoyed by Friendly Powers.]

Regulations.

1.—Deputies for Commercial Affairs shall, for the future, be detached by the Superintendent of Trade for the Northern Ports to reside at the Corean Ports already opened, who will devote themselves to the supervision of the merchants of their country. Intercourse between these officers and the Corean authorities shall be as between persons of equal rank employing the full forms of due etiquette. In the event of matters of grave moment occurring, in which the Deputy and the Corean authorities could not expediently take upon themselves to decide, a request to the Superintendent of Trade will be submitted, on which he will bring the matter to the notice of the King of Corea, who in his turn will instruct his Council to deal with the subject. The King of Corea will also appoint a high official to reside at Tientsin, and will, besides, station other officers at the Chinese ports already opened to act as Commercial Deputies. The latter will carry on their official intercourse with the local authorities, such as Intendants of Circuit, Prefects, Department and District Magistrates, on a footing of equality. In the event of matters of difficulty or doubt arising, reference shall be made by the high [Corean] official at Tientsin to the Superintendents of Trade for the Northern and Southern ports for their decision. The expenses of the Commercial Deputies of both countries will be met by themselves; they will not be allowed to extort "presents." Should officers of this rank act in an arbitrary and improper manner, the Superintendent of Trade and the King of Corea shall bring the fact to the notice, the one of the other, as the case may be, and the offender shall be at once withdrawn.

2.—In cases of charges brought by one Chinese merchant against another, where both parties are residents of a port in Corea, the jurisdiction will fall to the Chinese Commercial Deputy. Exclusive of this class of causes, in civil and criminal cases, when a Corean subject is plaintiff or complainant, and a Chinese subject, defendant, the arrest and trial of the latter will be the duty of the Chinese Commercial Deputy. When a Chinese subject is plaintiff or complainant, and a Corean subject, defendant, it will be the duty of the Corean authorities to hand over the defendant in a civil or a criminal case to the Chinese Commercial Deputy to be by him and the Corean authorities sitting together, tried in accordance with the due forms of law. Corean subjects in the open ports of China in all cases civil and criminal, no matter of what nationality either party to the cause may be, shall always be justiciable to the Chinese local authorities, who will inform the Corean Deputy of the judgment. If the decision is appealed against by the Corean subject, the Corean Deputy will submit a request to the high authorities, in the interests of justice, to rehear the case. Corean subjects in their own country, and in places where a Chinese Commercial Deputy resides, or, in China in all places where a local official is resident, having a cause against a Chinese subject, shall not be subjected to the unauthorised payment of any fee whatever by official clerks, runners, &c., the discovery of such extortion to be followed by the severest punishment of the official responsible. All subjects of either nation, being guilty of violating the laws of their own country, whether their offence was committed in their own country, or in the ports of the other, and who have taken refuge in the territory of the other, shall be, immediately on information being given by the Commercial Deputy to the local authorities, by them arrested and forwarded to the nearest Commercial Deputy of their nationality to be detained and returned to their native country for punishment, but they must not be subjected to any ill-usage in excess of necessary restraint.

3.—The merchant vessels of either country are at liberty to enter the open ports of the other for trade. The rules for shipping and landing cargo, as well as the Maritime Customs Tariff, shall be in accordance with the Regulations already established by either country. Vessels of either country which have been disabled by bad weather, or have run aground on the coast of the other, may put in anywhere to buy provisions or effect repairs, the master being responsible for the cost of the same, but the local authorities will make suitable arrangements. In the event of wrecks, the local authorities must take measures to save life, and will forward the passengers and crew to the nearest port having a Commercial Deputy of their nationality who will cause them to be returned to their country, thus saving the

expenses which have hitherto been incurred in the reciprocal return of such persons. Except where injury has been caused by bad weather, or collision and repairs are rendered necessary, merchant vessels of either country secretly entering unopened ports of the other to trade shall be, on discovery, confiscated both ship and cargo. But on the coasts of P'ing An and Huang Hai, in Corea, and the provinces of Shantung and Fêng-t'ien, in China, it is permitted the fishing vessels of either nation to frequent the waters for fishing, and to purchase provisions and fresh water at any point, but they shall not carry on clandestine trade. On discovery that this has been done, ship and cargo shall be confiscated. Violations of the law committed at such places will be met by the local authorities forwarding the offender to the nearest Commercial Deputy who will deal with him under Regulation II. As to the duties payable by the fishing vessels of either country, they shall continue under the present arrangements until the expiry of two years when they shall be again considered and fixed.

4.—Merchants of either country proceeding to the open ports of the other for purposes of trade and peaceably and lawfully pursuing their business shall be permitted to lease land or buildings and to erect houses, and to traffic in all native produce and all merchandise that is not contraband. In addition to the Import and Export Duties and Tonnage Dues, which have to be paid in conformity with the General Customs Regulations of either country, any persons desiring to transport local produce from one port to another, will, in addition to the Export Duty paid at the place of shipment, have to pay at the place of entry, an extra Half Export Duty on exhibition of the proper permit. Beyond the permission given to Corean merchants to trade in Peking, and to Chinese merchants to establish shops and warehouses at Yang Hua Chin, and Han Ch'êng [Seoul] in Corea, it is forbidden to take general merchandise into the interior and there open a permanent establishment. A merchant of either country desiring to go into the interior to purchase local produce must apply to the Commercial Deputy of his nationality to issue a Pass, in concert with the local authorities, on which the place of purchase is entered; he will be at liberty to hire carts, horses, and vessels, and must pay in full all Lekin duty properly leviable on the road. Persons of either country desiring to travel in the interior of the other for pleasure, must apply to the proper Commercial Deputy to issue a Passport, in concert with the local authorities. If such persons afterwards commit offences on their way they shall be arrested by the local officials and forwarded to the nearest open port to be dealt with under Regulation II, but on the road they shall not be subjected to any ill-usage in excess of necessary restraint.

5.—Hitherto at certain places on the frontier of both countries, namely at I Chou, Hui Ning, and Ch'ing-yüan, trading marts have been allowed under the control of officials, but attended by many inconveniences. It is now determined that opposite Cha Mên, and at I Chou, both on the Ya-lü River, and opposite Hun Ch'un and Hui Ning both on the T'u Mên River, subjects of both countries are at liberty to come and trade at any time, but Customs Stations shall be established by both Governments at these marts to be on the watch for criminals and for the levy of duties. With regard to such duties, a uniform rate of 5 per cent shall be levied whether on imports or exports, except in the case of red ginseng. All former fees on account of lodging, provisions, provender, and escort, are abolished. Civil and criminal causes in which inhabitants of the frontier districts are concerned shall be dealt with in due form of law by the respective local authorities. But previous to drawing up a complete and detailed code of regulations on this subject, the Superintendent of Trade for the Northern Ports, and the King of Corea will depute officers to proceed to the spot and there examine local requirements, and send in a report with a view to obtaining His Majesty's decision.

6.—It is forbidden to the subjects of both countries, whether at the ports, or on the frontier, to import and sell Foreign or native-grown opium, or manufactured arms, under penalty, on discovery, of severe punishment according to the nature of the article. As to red ginseng the law permits Corean subjects to import it into China on payment of a duty of 15 per cent. on the value. Chinese merchants clandestinely exporting red ginseng beyond the Corean bounderies without express permission of the Royal Council will have the drug confiscated on detection.

7.—Postal communication between the two countries has hitherto been conducted by land by the way of the barrier gates, and the "contributions" have been extremely burdensome. The restrictions on approach by sea having now been relaxed, it becomes natural that an optional route by sea should be permitted. As, however, Corea at present has neither merchant nor war steamers, the King of Corea may, if he so desire, arrange with the Superintendent of Trade for the northern Ports for a Mercantile Company's steamer to make the round trip once every month at stated times; a certain sum to be contributed by the Royal Council of Corea to meet the expenses. Besides this, whenever Chinese vessels of war navigate Corean waters or put into any harbours for defensive purposes, the "contributions" made by the Corean local authorities are one and all abolished. All expenses on account of provisions shall be met by the men-of-war. All officers of the men-of-war from the Commander downwards shall hold official intercourse with the local Corean authorities on a footing of equality and perfect courtesy. When the crew go ashore, they shall be strictly controlled by their officers, who will repress the slightest disorder.

8.—The regulations now drawn up for the conduct of trade having been briefly summarised temporarily, the subjects of both governments are to conform to them carefully as at present framed. Any future additions to, or omissions from, these rules will be effected after full consultation between the Superintendent of Trade for the Northern Ports and the King of Corea, who will thereafter submit their recommendations for the final decision of His Imperial Majesty.

(Signed) LI,
Imperial Commissioner and Acting Superintendent of Trade for the Northern Ports, Grand Tutor of the Heir Apparent, Late Senior Grand Secretary and Governor-General of Chihli, and Noble of the 1st degree of the 3rd Rank.

(Signed) CHOU FU,
Customs Taotai at Tientsin, of the 2nd Rank by Brevet.

(Signed) MA CHIEN-CHUNG,
Expectant Taotai, and of the 2nd Rank by Brevet.

(Signed) SHAO NING-HSIA,
Royal Councillor of the King of Corea.

(Signed) CHIN HUNG-CHI,
Royal Deputy Councillor.

(Signed) YÜ YÜN-CHUNG,
Royal Adviser.

The above Regulations for Trade are not a Treaty. They were proposed in the 8th moon by H.E. Li, together with the Taotais Chou and Ma. Having been reported to the Emperor, His Imperial Majesty has given them his sanction; and they have been transmitted by Li to the King of Corea for his guidance. Henceforward the merchants of both nations are equally entitled to the consequent advantages.

D H Clair

364 January 11th 1883 United States Consulate General at Shanghai,

F. D. Chushuis Consul General in charge, to the State Department.

Subject:—

R.C. Mar 2/83
Ackd

DEPARTMENT OF STATE
FEB 27
23
1883
RECEIVED

ABSTRACT OF CONTENTS.

Encloses final account in the Estate of Vida Edgerton (deceased)

No. 3

Hon

Sir,

No. 364

United States Consulate General,

Shanghai, January 11th 1883

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to inform the Department that the Estate of Vida Edgerton (deceased) has been finally settled by me.

I enclose herewith my final account.

I am, Sir:

Your obedient servant

F S Cheshire

Vice Consul General in charge.

Enclose

No. 1. Final account.

Settlement of the Estate of Vida.

Dr.

	Brought forward				828 23.
Nov	120 T	@ .250217½	5		
Dec.	Doug	24 ca	"	5 51	
"	Co	56.67	"	14 18	
"	Lew & Co	16.51	"	4 13	
"	Dispensary	3 ca	"	75	
"	Lum Doug	26. ca	"	6 50	
"		20 ca	"	5	
"	Sing & Co	25. ca	"	6 25	
"	Wuhu camp	28 ca	"	7	
"	Yu chy	15. ca	"	3 88	
"	& Co	8 ca	"	2 02	
"	Hotel	.75	"	19	
"	Quinlan	27.80	"	6 96	
"		246.68	"	61 71	
"	gh & Goodall	81.08	"	20 29	
1883	& Holtz	824.42	"	205 78	
Jany	John	5. ca	"	1 25	
"	Lord	8.7	"	2 02	
"	fee in final settlement		10		368 42
					1196 65

E & O. E.

Shanghai January 10th 1883

F. B. Cherbin

Vice Consul General in charge.

Final settlement of the Estate of Vida

			Dr.		
4th	Docket Case		1		
7th	Order Appointing Appraisers		2		
16th	Appraisers fees		20		
18th	Order to sell Effects		2		
11th	Seal to Appraisement		2	20	
12th	Watchman (5 days) @ 1/2 per day		10		
	Filing (4 papers)			40	
5th	Inventory and charge of Effects		5		
	Jas. Nick Chan & Coolie hire &c.		4	35	
6th	Recording Orders, Appraisements &				
	Auction sale &c.		10		
14th	Mrs Twigg. (Burial expenses)		89	04	
30th	Dr. Tittel (Medical attendance)		68	49	
	Jos Minkee (Chattel mortgage)		439	70	
	N.C.D. News Advertising		3	57	
	Shanghai Mercury "		4		
	Courier "		3	75	
	Bills paid Prorata in final settlement				
1st 19	Washman	39.00 @ .250217%	9	76	
"	Boy	87.70 "	21	94	
"	Lieuman	4.00 "	1		
"	Coolie (out door)	1.67 "		42	
	Waterman	2.00 "		50	
	Coolie (house)	71.45 "	17	88	
1st	George Potts	162.22 "	40	59	
20th	Boong Chang	24.00 "	6		
23rd	Fireman	2.00 "		50	
	Jang Twig	33.00 "	8	26	
4th	Wm Wallis		1	62	
	Brought forward				828 23.

Edgerton (deceased).

Cr.

1882					
July 10th	Shanghai Gas Co		1 06		
" 5	Sale of Effects (Auction) Vk. 847		1144 59		
" 29th	J. M. McEntyre. Cash		20		
Aug 28th	J. Simpson "		15		
Sep 2nd	J. Brettschneider "		11		
" 21st	By Cash. Sale of articles found				
" "	to be perishable.		5	1196	65.
			1	1196	65.

E & O.E.

Shanghai January 10th 1883.

U.S. Consulate General

Shanghai January 10th/83

In the matter of the

Estate of Vida Edgerton

(deceased)

Final account.

D St Claire

No. 365 January 13th 1883. United States Consulate General at Shanghai,

Sir. Chushin Vicei Consul General. in charge of the State Department.

Subject:—

Ack. Mar 2
Thanks

DEPARTMENT OF STATE
FEB
23
1883
RECEIVED

ABSTRACT OF CONTENTS.

See what he asked for

Enclosed list of Stationery received from Department.

No. 365

United States Consulate General,

Shanghai, January 13th 1883.

Hon. Alvey A. Adee,

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to acknowledge
receipt of three packages of stationery
No. from the Department, as per
enclosed list.

Many of the articles applied
for have not been sent, as will be
seen on comparing the enclosed list
with the requisition sent in my No. 338.
If the Department cannot send
the entire quantities applied for, I
should like at least a portion
of the articles specified in the
requisition against the following

following numbers.

Viz. 1. 7. 8. 9. 12. 13. 14. and 16.

I am Sir

Your obedient servant

T. D. Chesters

Vice Consul General in charge

Enclosure

No. List of Stationery received from the Department

List of Stationery received from the Department

3	Pks	Broad lined Dispatch paper
2	"	Narrow " " "
2		Flags
4	Boxes	Rubber bands
2	"	Seal wafers (large)
		Lot forms (Relief of Seamen).
		" " (Treasury fees)
		" " (Hospital dues)
		" " (Certificate of Seamen)
2		Dispatch Books
3		Press copy "
2		Record "
24	Shts	Blotting paper
4	Pks	Square "
4	"	Note "
3	"	" "
4	"	" "
2	"	Dispatch " (plain)
2	"	Copying "
1	"	Foolscap "
4	"	Large Envelopes (plain)
3	"	" " "
20	"	Envelopes (U.S. Consulate)

12	Pks	Small Envelopes Blue (State Dept)
16	"	" " " "
8	"	" " "
8	"	" " White square
8	"	" " " "
6	"	" " Blue "
10	"	Envelopes (Collector of Customs)
19	"	" " " " (small)
4	"	" State Dept small
4	"	" " " large.
14	"	" large U.S. Consulate
12	"	" small "
8	"	" plain thick
8	"	" " thin
4	"	Sealing wax
7	"	Lead pens
3	Boxes	Gillot " small
1	"	" " large
1	"	Red & Blue pencils
1	Pkg	Black "
12		Pen holders
2		Erasers
6	Balls	Twine
4	Rolls	Tape (Binding ribbon)

3	Boxes	Pens
12	Rolls	Silk tape (different colors)
4	Boxes	Seals (small)
2	"	Rubber bands
2	Pieces	Rubber
2	Boxes	Fastners
10	Pkg	Pins
1	"	Legal paper.

E & O. E.

Shanghai January 13th 1883.

F. D. Cheshire

Vice Consul General in charge.

U. S. Consulate General
Shanghai

List of Stationery
received from
Dept. of State.

Enclosure #1.
Despatch #365

No.

Mr.

Subje

The change should not have been made without referring the matter to the Department and may be disapproved by the Secretary of State

No. 366 January 16 1883. United States Consulate General at Shanghai,

Mr. Cheshire Vice Consul General. in charge to the State Department.

Subject:— Let Lay by to Consul General 16

RECEIVED FEB 23 1883

ABSTRACT OF CONTENTS.

Dr St Clair

Acct. app'd March 2/83 Skinner & Co

Seymour's informal May 2/83 Skinner

1

With reference to Mr. Consul Seymours reduction in the salaries of Interpreter and Chinese Writer at Swatow Agency.

No. 366

United States Consulate General,

Shanghai, January 16th 1883

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose copy of a communication which I have received from Wm. J. Jones Esquire United States Consular Agent at Swatow, with three enclosures having reference to a proposed reduction in the salary of Interpreter and Chinese Writer of that office, by Mr. Consul Seymour of Canton.

I trust that the Department will not approve of the course proposed by Mr. Seymour, for to depose our Consular Agent at Swatow

Swatow of the present medium he has of communicating with the Chinese Authorities would be greatly detrimental to American interests at that port.

While the Swatow Agency is subordinate to the Canton Consulate, and certain questions have to be referred from time to time to the Consul for action, yet the ordinary duties of the office must, from force of circumstances, be attended to by the Agent himself. I may further add that it is almost impossible to obtain reliable Chinese interpreters at all, at the low salaries appropriated by Congress, and no native possessed even a limited knowledge of

of English, and the Chinese written language, could be obtained upon the terms suggested by Mr. Seymour. Our interests at Swatow cannot be considered unimportant, and I trust that Mr. Seymour's proposed action will not be approved by the Department.

I beg to ask the Department's careful consideration of Mr. Jouis letter to Mr. Seymour, and to the writer. I also enclose copy of a communication which I have addressed to Mr. Consul Seymour

I am Sir:

Your obedient servant

J. S. Cheshire

Vice Consul General in charge

Enclosures.

(one)

Enclosures.

No 1. Mr. Jones to Mr. Cheshire

" 2. " " " " Seymour

" 3. " Seymour " " Jones

" 4 " " " " "

" 5 " Cheshire " " Seymour.

Copy

No 90. U.S. Consular Agency
Swatow 12th January 1883.

F.D. Cheshire Esquire
Acting U.S. Consul General
Shanghai

Sir:

I have the honor to place before you copy of a letter from the Consul Seymour of Canton relating to the appropriation for the Chinese Interpreter and writer at this Consular Agency. Mr. Seymour insists that the duties of these two offices be done at the Canton Consulate in future, unless the work can be done for a nominal sum of $25.00 Twenty five dollars per quarter, for the services of both of these officers, which I need hardly say is impossible for me to have done, as I cannot engage the services of any respectable Chinese Interpreter and writer for less than the appropriated sum allowed by the Department. Viz.

per annum

annum for the Interpreter, $500.00 and $120.00 per annum for the writer. I would further remark that it is my opinion that Mr. Seymour should not at a days notice depose these Consular Agency of the services of two such valuable officers, without first obtaining the approval and consent of the State Department and giving due notice of same to the incumbents, more particularly when these officers are not being dismissed for misconduct. It is much to be regretted that such a step should be taken by Mr. Seymour, which if permitted by the State Department may lead to serious complications with the local Chinese officials and others whereby American commercial enterprise will be seriously interrupted, as well as the persons and property of American citizens, who under Mr. Seymours present arrangement will be deprived of all means of assistance from the United States Consular Agent on the spot, that

that officer not going being permitted to cor-
respond with the local officials in any
matter appertaining to American subjects
without first communicating the same to
his superior at Canton thus giving
criminals ample opportunity and time
to escape from the grasp of their own
native officials. Thus I consider of very
serious moment, and beg that you
will at the earliest possible opportunity
place this matter before the State
Department for their consideration
and action. I fail to see any
reason for Mr. Seymours present action
unless it be for the purpose of having
the appropriation now allowed to this
Consular Agency for the salaries of the Chinese
Interpreter and writer, transferred to his
Consulate where he proposes to have the work
of this office done in future.
I may be permitted to add that I con-
sider a portion of the tenor of Mr.
Seymour's letter, discourteous and re-
pulsive to the feelings of any honorable
man and an additional prejudicial
to

to the interest of our government, as a
waiver in the eyes of Chinese officials,
by depriving me as U.S. Consular
Agent of the authority and means
of maintaining mutual intercourse
with local Chinese officials, in any
way immediately relating to the
interest of our Government and
citizens generally.

To enable you to forward this
matter to the Department by the
3/ first out going mail I forward
this letter direct with its inclosure,
a copy of which I send to the
Canton Consulate.

I am Sir:
Your obedient servant
Signed Wm. T. Sayres
U.S. Consular Agent

One copy of letter from Mr. Consul Seymour to U.S. Consular Agent at Swatow
One copy of letter from U.S. Consular Agent Swatow in reply to Mr. Consul Seymour Canton

Copy

No. 6.

U.S. Consular Agency
Swatow 12th January 1883.

Charles Seymour Eggins
U.S. Consul
Canton

Sir:

I have the honor to make reply to your No. 3 of 5th January 1883. and much regret that the quarterly returns from this Agency did not reach you in time to go forward by the last outgoing mail. This delay I beg to state is not a matter over which I have any control, as I cannot close the accounts of the Agency before the end of the quarter, after which date I have to depend on the first opportunity offering to send these documents forward which does not at all times meet my requirements. I also note you will now go carefully through my accounts and remit the balance due me which is all in order. In reference to

Your

to your desire that a portion of certain expenses attached to this Consular Agency should stop immediately upon the receipt of your letter of 5th inst. the same has my careful attention. In reply I beg to inform you that it is quite impossible for me to secure the services of a permanent Chinese Interpreter and writer for this Agency on the conditions named by you, namely £35.0 per quarter for the work of both of these offices. The appropriation made by the State Department for the salaries of this office, I find is quite small enough, and such work cannot be done satisfactorily for less than the sum appropriated, viz £120.0 per annum for the permanent services of these two offices. It would be impossible for this Consular Agency to secure the services of a trust-worthy Interpreter and writer at £2.00 for eight working hours, at any time that I might require them. I believe it was the intention

of the State Department when making the appropriation for the Interpreter and writer at this office that these officials should be permanently attached to the office which has been regularly done at this Agency. I can but remark that in my opinion any change to the contrary would be degrading to the standing of our Government, as a first class Nation in the eyes of Chinese officials, for such a step would deprive the office of all direct facilities of communication with Chinese officials in matters appertaining to the interest of American citizens which might be of a nature requiring immediate attention. It will be seen therefor should I have to communicate to you first, before taking action in cases wherein the rights of our citizens were interested it would leave a loop hole for the escape of the guilty parties and afford the Chinese officials an opportunity to evade the settlement of any question which might arise as some ten days or more would

elapse

befor I could communicate with you,
and recive your reply, involving a unnecessary delay. I think that
that you will agree with me that
it would be better and more in
conformity with existing usages for
the Consular Agent of the United
States in all matters appertaining to
the interest of Americans whenever
Chinese are concerned, for him to act
first as the occasion may require,
then submitting the case to you for
final settlement and adjudication. I
further beg to state that I cannot in
justice to the Chinese Interpreter and
writer at this Consular Agency dis-
miss them under one months notice
such being the understanding upon
which they are engaged. It is much
to be regretted that you have concluded
to cancel the subordinate authority
and privileges hitherto granted to this
Consular Agency by all your predeces-
sors, without first having the
necessary sanction and approval
of

of the State Department to such action, as such a step in my opinion will cause serious delay and complications which will seriously interrupt the rights and Privileges of citizens of the United States and American commercial interests generally. I consider it my duty to represent the matter to the Acting United States Consul General at Shanghai furnishing him with a copy of your letter No 3 with a request that the matter be submitted to the State Department for their consideration and action. With regard to stationery this office finds it necessary to retain on hand a moderate supply for its necessary business purposes and beg to remark that I am not aware of the existence of any stationery "Rat hole" as insinuated in your letter, such remarks I must say are uncalled for, and repulsive to the feelings of any high minded

man

man. I send you herewith a list of the foreign and chinese stationery on hand, together with a list of the property belonging to the Government now in this office, which I trust may be found in order. In conclusion I have to remark that Swatow is a large and very important Place of trade and I am of the opinion that it is not desirable that the prestige of our Government & the interest of our citizens should be in any way lowered in the estimation of the Chinese & other Foreign officials, for want of proper official representation at this port.

I am Sir
Your obedient servant
Signed Wm T Jones
U. S. Consular Agent

The letter book and recent chinese correspondence I forward as requested

requested for which I inclose parcel
receipt

I am Sir
Your obedient servant
Signed Wm T Jones
U.S. Consular Agent

Copy

United States Consulate
Canton January 5th 1883.

Wm. T. Jones Esq
U.S. Consular Agent
Swatow. China.

Dear Sir:

This morning I received your letter of 30th December 1882 (No 3) and 2nd January 1883 with accounts &c for 4th quarter ending December 31st 1882.

It is exceedingly provoking to be compelled to keep back our quarterly returns & accounts nearly a fortnight for another steamer to add the paltry sum of three dollars (3$) fees for the Swatow Agency; but it is still more absurd, ridiculous and needless steps of expenses which encumber this Consulate with charges that are disproportionate to the business of the Agency.

I will soon go carefully through

through your accounts, and remit as you desire, but a portion of this unnecessary expense of the Swatow Agency must stop immediately upon receipt of this letter. In the first place terminate existing or past arrangements with your Interpreter & Chinese writer, and in the next place stop the stationery "at sole" and in the third place, let us get the postage expenses upon some reasonable business basis. With this I send samples of papers & envelopes which we find good enough for ordinary correspondence.

Very respectfully & truly yours.
Signed Charles Seymour.
U.S. Consul

I shall at once notify the State Department that I will forward no more such outrageous and nonsensical bills or items of expenses for the Swatow Agency.

As to the Interpreters, it appears by the business and correspondence of previous quarter that office is not called into requisition except for a very few days in each quarter: and instead of allowing five hundred dollars per year for an amount of business that he would be glad to perform for twenty five to fifty dollars for any commercial or business establishment or firm, it will be better to send all business requiring chinese interpretation or correspondence to this office in english & have the correspondence with Chinese officials recorded and performed here, unless you can get the interpretation & writing done at Swatow at reasonable cost — say not to exceed $\frac{1}{2}$ Dr per day of 8 for eight hours actual service, & keep the entire amount for the quarter down to not exceed Twenty five dollars

for

both Interpreter & Writer. I will not audit any account hereafter for more than that amount. Except in cases of emergency. I prefer all Chinese correspondence done here.

As to blanks & stationery required for the Swatow Agency. Please give me an inventory of all on hand & also of other property on office exp. -plies, and hereafter make re- -quisition once each year for what will be needed, or oftener if required, but incur no ex- -pense for stationery, blanks, or any supplies.

I am respectfully yours
(Signed) Charles Seymour
U.S. Consul

Copy

United States Consulate
Canton January 5th 1883.

Wm. T. Jones Esq.
U. S. Consular Agent
Swatow China.

Dear Sir:

I respectfully request that you will forward to this office the letter book, or dispatch book, or whatever copies you have of correspondence between the U. S. Consulate or Consular Agency at Swatow, and Chinese officials. If you have on file the replies of the Chinese officials please send them also. It is not necessary to send them by mail, but pack them securely in a box, & send per first Steamer to Hong Kong & from Hong Kong to Canton per Steamer Taiyan in care of Purser A. A. Porter, addressed to the U. S. Consulate, Canton, China & send Bill of Lading per mail. In the meantime I particularly

request

request that no letters or correspon-
-dence to or from the Chinese officials
in regard to property or in regard
to Missionaries or persons asking
favors or claiming rights from the
Chinese authorities, shall pass
except through this Consulate.

Very respectfully yours

Signed Charles Seymour

U.S. Consul

Copy.

No 201

United States Consulate General
Shanghai January 16th 1883.

Charles Seymour Esquire.
U.S. Consul
Canton

Sir:

I have the honor to state for your information that I have received a communication from Wm. T. Jones Esquire United States Consular Agent at Swatow, in reference to certain changes you purpose to make in the salary of Interpreter and Chinese writer of that office.

Mr. Jones also forwarded copies of correspondence which have passed between you upon this subject, as well as touching upon other matters.

While I refrain from entering into the question as to whether the language in some portions of your communications to Mr. Jones is of such a nature as to misfine that respect which should be shown by

by a subordinate officer to his
principle, yet in the matter of
the salary of the Interpreter and
Clerical writer. I have to say
that I have written to the
Department asking it to disap-
prove of the course you suggest.
as I believe it would not be
beneficial to American interests
at Swatow.

The Department of
State has sanctioned the ap-
pointment of the present Interpreter
and Chinese writer at the Swatow
Agency at the salaries hitherto
paid, which are not excessive, and
I am of the opinion in view
of the circumstances that it would
be better to await a decision
from Washington before making any
radical change.

Experience I am evi-
dently prove to you conclusively that
the paramount need of our
Consular service in China to day

is a corps of reliable, and efficient Interpreters, and that these officers should be American citizens; further that the services of a fairly competant native Interpreter and Chinese writer cannot be obtained for the figure named in your dispatch to Mr. Jones.

I am Sir:

Your obedient servant

(Signed) F. D. Cheshire

Vice Consul Yentai chefoo.

No. 3

Mr.

Subje

Dft Ltr

No. 367 January 16th 1883. United States Consulate General at Shanghai,

Mr. Chenhsie Yui Consul General. in charge to the State Department.

Subject :—

ac Mar 2/83
Kenna

DEPARTMENT OF STATE
FEB 23 1883
RECEIVED

ABSTRACT OF CONTENTS.

Enclosed Marshals Return for 4th Quarter 1882.

No. 367

United States Consulate General,

Shanghai, January 16th 1883.

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith the Marshals return for the Quarter ending December 31st 1882.

I am Sir

Your obedient servant

F. Bohlsen

Vice Consul General in charge.

Enclosure

No. 1, Marshals Return.

[FORM

COURT OF THE UNITED STATES CONSU

Return of Civil & Criminal Suits from the 1st day of Octo

OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME AND NATIONALITY OF PLAINTIFF.	NAME OF DEFENDANT.	NATURE OF SUIT.	
790	September 29th	Wm Wallis	Owen Williams	Contract	Fo
36	October 13th	United States	J. Hallinan	Criminal Charge. Assault & Battery	Fi
1	October 9th	Names of Defts. George Cole	Plaintiffs United States	Summary Court Charge. Drunk & Disorderly	Wa
2	" "	John Sherlock	"		boa
3	" "	Wm Rice	"		
4	" 20th	Philip Brady	"	Drunk & Incapable	Co
5	" 26th	August Hahnmann	"	Desertion and	Co
6	" "	H Nolting	"	Refusal of Duty	depa
7	Nov. 29th	Philip Brady	"	Unlawfully en-	Co
"	"	"	"	tering a house &	Jail
"	"	"	"	stealing clothing	wo
8	Dec 26th	Vulcan Emile	"	Absent without	Re
9	" "	George Stevens	"	leave	to

Approved

H Cheshire

Vice Consul General in charge

[Form No. 137.]

NITED STATES CONSULATE GENERAL AT SH

m the 1st day of October to the 31st day of O

	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF FINE IMPOSED.	Amount of Fees Charg and Received.
liams	Contract	For Plaintiff	None	17
	Criminal			
aw	Charge Assault & Battery	Fined & Costs	$10.00 (Mexicano)	6
	Summary Court			
States	Charge.			
	Drunk & Disorderly	Returned on board this Ship	None	
	Drunk & Incapable	Committed for 1 months	"	8
	Desertion and Refusal of Duty	Committed until departure of Ship	"	20
	Unlawfully entering a house & stealing clothing	Committed to jail for three months	"	8
	Absent without leave	Returned to Ship	"	17

G Schufeldt

Marshal of th

T SHANGHAI CHINA.

of December 1882, inclusive.

OF FEES CHARGED D RECEIVED.		DISPOSITION OF FINES AND FEES.						APPEAL.
		MARSHAL.	CLERK.	COURT.	ASSOCIATES & WITNESSES.	INTERPRETER.	TOTAL.	
17	70	$5.00	$7.20				$12.20	
6	00	$3.00	$3.00				$6.00	
		None						
8	00	$7.00	$1.00				$8.00	Unemployed
20	00	$19.00	$1.00				$20.00	American Bank Herbert Black
8	00	$7.00	$1.00				$8.00	Unemployed
17	00	$16.00	$1.00				$17.00	Ship "Southern Chief"

of the U.S. Consular Court.

Shanghai China.

file McLean

No. 368 } January 17th 1883. United States Consulate General at Shanghai,

Mr. Chenhui Pieh Consul General. in charge to the State Department.

Subject:—

DEPARTMENT OF STATE
MAR 6
1883
RECEIVED

ABSTRACT OF CONTENTS.

Encloses list of despatches sent to the Department during the year ending Dec. 31st 1882.

No. 368

United States Consulate General,

Shanghai, January 18th 1883.

Hon Abney A Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith my Annual Return of despatches sent to the Department of State during the calendar year ending December 31st 1882.

I am Sir

Your obedient servant

F D Cheshire

Vice Consul General in charge

Enclosure

1. Despatches sent to Department during year ending Dec. 31st 82

No. 3

Tr.

Subjec

dr

Capt Clements—
No. 76.

No. 369 January 25th 1883. United States Consulate General at Shanghai,

Mr. Sheshin Pei Consul General. to the State Department.

Subject:—

Re Mar 17/83

DEPARTMENT OF STATE
MAR
16
1883
RECEIVED

ABSTRACT OF CONTENTS.

Informs the Department of having drawn draft to balance a/c. Form 90.

No. 369

United States Consulate General,

Shanghai, January 25th 1883

Hon. Abbey A. Alvey

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to inform you that I have drawn on the Honorable Secretary of State for six hundred and fifteen 87/100 ($615.87/100) dollars to balance account Form 90. Miscellaneous disbursements for Quarter ending December 31st 1882. for which I ask your Protection

I am Sir

Your obedient servant

F. D. Cheshire

Vice Consul General in charge

D. of State

No. 370] January 25th 1883. United States Consulate General at Shanghai,

Fr. Charles Price Consul General in charge to the State Department.

Subject:—

Ans. Mar 17/83

DEPARTMENT OF ST.
MAR
16
1883
RECEIVED

ABSTRACT OF CONTENTS.

Enclosed Returns for the Fourth Quarter of 1882.

No. 370

United States Consulate General,

Shanghai, January 25th 1883.

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith my accounts and returns for the Quarter ending December 31st 1882.

Trusting that they may be found in order.

I am Sir

Your obedient servant

F.S. Cheshire

Vice Consul General in charge.

Enclosures

No 1. Digest of Invoice Book Form #117 Stat.

" 2. Arrivals and departures American vessels #120 Stat.

" 3. Return of deceased " citizens #121 Stat.

" 4. Record of Notarial services #159 Rev. Statutes

Feb 19/83

NAME
be
U

DATE
DECEAS

(Form No. 121.)

NAMES of all Deceased American Citizens, including Seamen or Mariners, together with the value of the personal effects belonging to them, and taken possession of by or deposited with F. D. Cheshire U. S. Consul at Shanghai, from October 1st to December 31 1883, inclusive.

DATE OF DECEASE.	NAMES OF PERSONS.	OF WHAT PLACE A NATIVE OR RESIDENT.	IF A SEAMAN, TO WHAT VESSEL BELONGING.	WHERE DECEASED.	VALUE OF EFFECTS.	DISPOSITION MADE THEREOF.

F. D. Cheshire
U. S. Consul.

Form № 121

Enclosure P. 3.

Dr Dr Coe

No. 371 January 25th 1883. United States Consulate General at Shanghai,

From Cheshire Dice Consul General. in charge to the State Department.

Subject:—

Acknd 3/8 Thomas

ABSTRACT OF CONTENTS.

Enclosure Miscellaneous & Rent expenses for Fourth Quarter of 1882

No. 371

United States Consulate General,

Shanghai, January 25th 1883.

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith my Quarterly return of rent and miscellaneous expenses, with vouchers, for the Quarter ending December 31st 1882.

Trusting it will be found in order.

I am Sir

Your obedient servant

F. D. Cheshire

Vice Consul General in charge

——— Enclosure ———

No. 1. Rent & Miscellaneous expenses with vouchers

agt.

Form 90.

D'Sheelair

No. 372 January 25th 1883. United States Consulate General at Shanghai,

Mr. Theodore Vicei Consul General. in charge to the State Department.

Subject:—

Re mar 17/83 Ther

DEPARTMENT OF STATE
MAR 16 1883
RECEIVED

ABSTRACT OF CONTENTS.

Enclosed Returns for the year ending December 31st 1882

Note the marriages.

No Teel

No 372

United States Consulate General,

Shanghai, January 25th 1883.

Hon Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose herewith my accounts and returns for the year ending December 31st 1882.

Trusting they may be found in order.

I am Sir:

Your obedient servant

T Oheshin

Vice Consul General in charge

Enclosures

No 1. Names of persons employed in the Consulate Form file # 123.

" 2. Aggregate of fees received file " #105

" 3. Report of Marriages of American citizens file. (paragraph 469)

FORM No. 123.

NAMES OF PERSONS employed at the United States Consulate at General Shanghai China

NAME.	PLACE.	OF WHAT COUNTRY A CITIZEN OR SUBJECT.	RANK.	DATE OF NOMINATION.	DATE OF APPROVAL
O. R. Denny.	Shanghai	United States	Consul General	January	7th 1880.
F. D. Sherwick.	"	"	Vice "	March	22d 1882
J. D. Coffey.	"	"	Deputy "	June	16th 1882
G. A. Schufeldt.	"	"	Marshal	December	19th 1881

Shanghai. December 31st 1883

F. D. Sherwick

Names of Persons
employed in Combats.

Form #123.

Enclosure No 1.

Marriages of

American Citizens

Enclosure No 3.

Notes

Register of Marriages

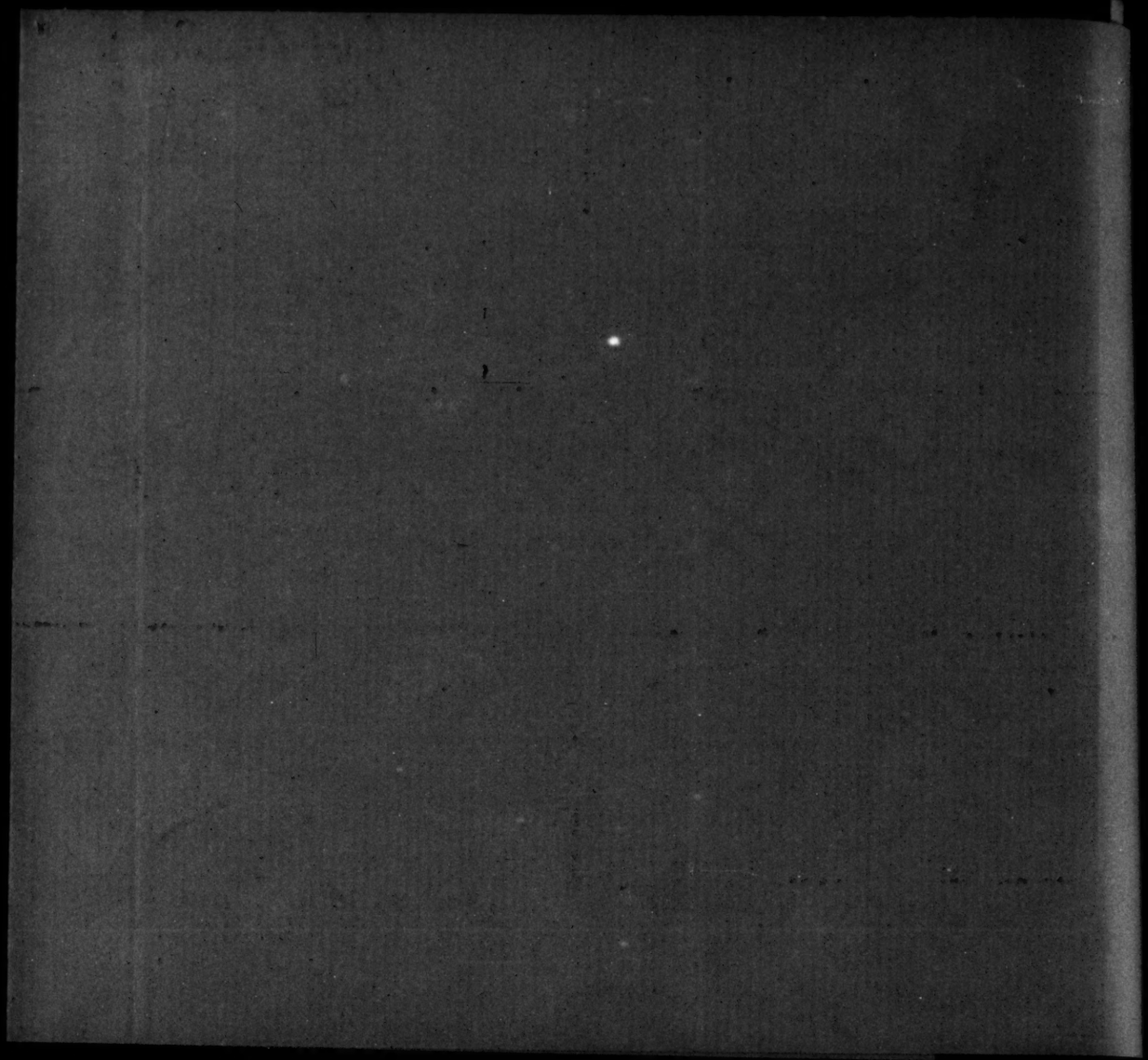
For the year ending December 31st 1882.

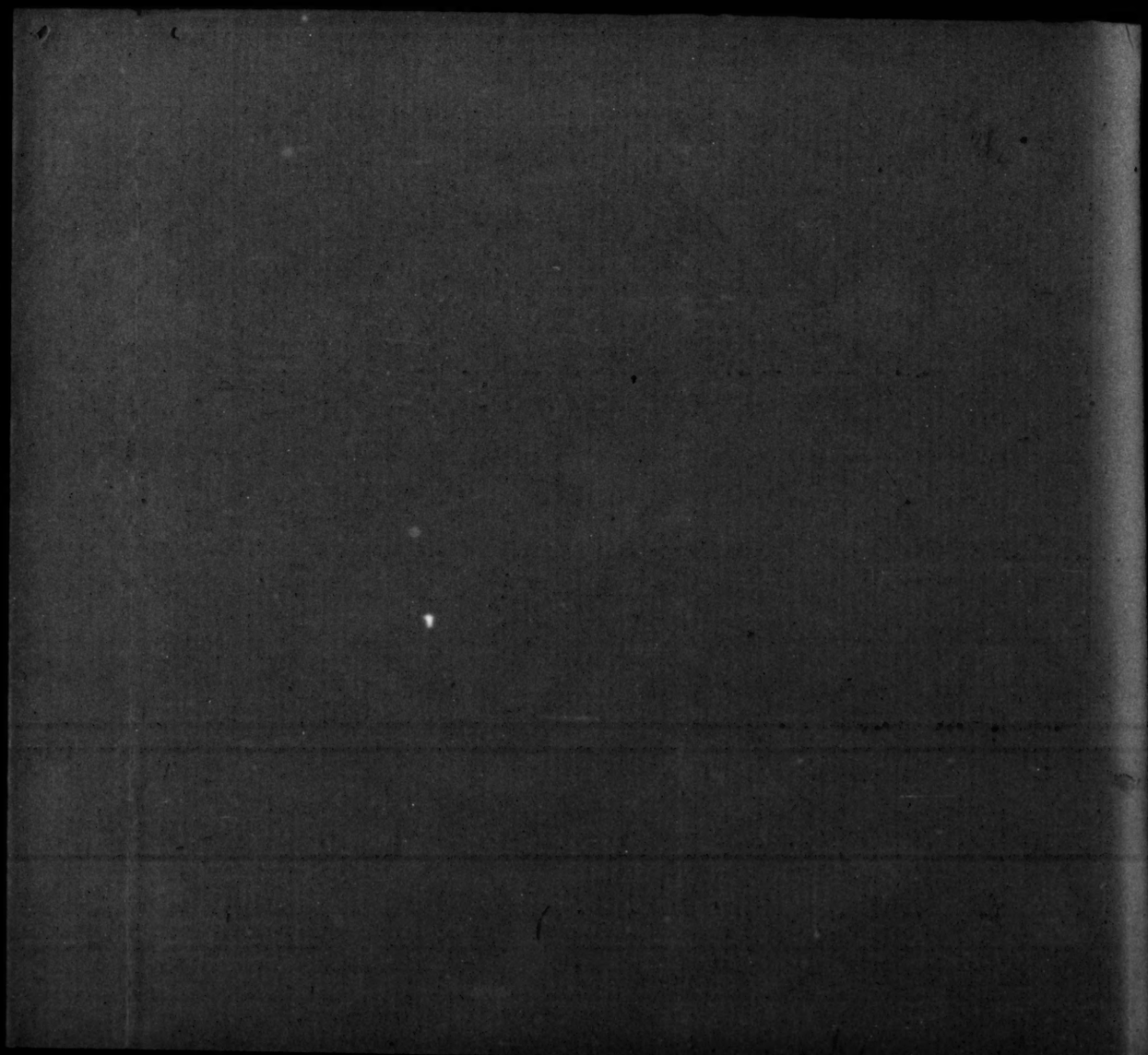
ber	1st	16	31 20	Alfred Henry Talfey Constance Mary Beatrice	York Southampton England	Maine	Engineer	Shanghai China	Rev W L Gross	F D Chesbro Vice Consul Genl	
mber	8th	17	44 43	Morrico Nelson Juliane Alvilda Rasmussen	Copenhagen Denmark		Pilot	Shanghai China	Rev Wm J Boone	F D Chesbro Vice Consul Genl	N Y 1852
mber	11th	18	35 20	Benjamin Pat Clough Rhoda Johnson	Salem London England	Massachusetts	Pilot	Shanghai China	Rev Wm J Boone	F D Chesbro Vice Consul Genl	

F D Chesbro Vice Consul-General.

Date 1854		No	Age.	Name's	Birth place.		Profession	Residence	By Whom	Before Whom.	Nature D
January	3d ✓	12	35 23.	Martin Valentine Lancaster Catherine Emma Harris	Belfast Southampton England	Maine	Captain	Shanghai China	Rev. W. L. Gross	C N Denny Consul General	
March ✓	1st	13.	29 17	John M. Thistle Mary Ahsay	Saco Sorchow China	Maine	Policeman	Shanghai China	Rev J M. W Farnham	C N Denny Consul General	
March ✓	7th	14	29 19	Wm J. Buchanan Laura Francisca	Bath Singapore India	Maine	Captain	Shanghai China	Rev. Wm J Boone	C N Denny Consul General	
April ✓	13th	15	30 31	Wm Seaman Raynes Anna Stevens	Jamaica N.Y. Pluckamin N.J.		Mariner	Shanghai China	Rev Wm J Boone	C N Denny Consul General	

Consul-General





Capt Clements
Ltr, To St

No. 373 January 23rd 1883. United States Consulate General at Shanghai,

Mr. Chushiu Pei Consul General in charge to the State Department.

Subject:—

Ac
Mar 17/83

ABSTRACT OF CONTENTS.

DEPARTMENT OF STATE
MAR
16
1883
RECEIVED

Mr. Harrison Actg
This has been attended
to.

Informs the Department of an account between the Smithsonian Institute & this office

Prof. Baird

No. 373.

United States Consulate General,

Shanghai, January 25 1883.

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I beg leave to call your attention to voucher No 47, embraced in the Miscellaneous expense account for the Fourth Quarter of 1882.

The items specified therein were disbursed on account of the Smithsonian Institute Washington D.C.

In my despatch No 2371 of date November 20th 1882 addressed to Mr. Baird Secretary of that Institution, I informed him that I had debited the Department of State with

with the sum named (£9.10) request-
-ing him to pay that amount to
the Department in order to have
the accounts of this office adjusted.

I am Sir

Your obedient servant

F. Cheshire.

Vice Consul General in charge.

Ltr & E Capt Clement

No. 374. January 30th 1883. United States Consulate General at Shanghai,

Mr. Charles Denby Consul General at Shanghai. to the State Department.

Subject:—

ac Mar 17/83
Shanghai

DEPARTMENT OF STATE
MAR 16 1883
RECEIVED

ABSTRACT OF CONTENTS.

Enclosed Marriage certificate.

Note
noted

No. 374

United States Consulate General,

Shanghai, January 30th 1883.

Hon. Abbey A. Adee
Third Assistant Secretary of State,
Washington, D.C.

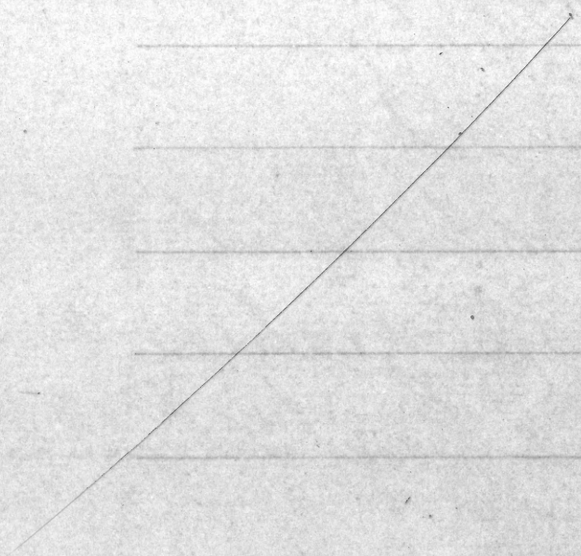
Sir,

I have the honor to enclose herewith a certificate of marriage which took place in my presence between Frederick Rogers Graves and Josephine Harriet Roberts.

Mr. Graves was born in Auburn New York.

I am Sir
Your obedient servant
J. S. Cheshire
Vice Consul General in charge

Enclosure
No. 1. Marriage certificate



CERTIFICATE

of

MARRIAGE.

Consulate General of the United States,

Shanghai, China. January 27th, 1883.

I, F. D. Cheshire Vice CONSUL GENERAL OF THE UNITED STATES at Shanghai, do hereby certify that on this 27th day of January, A. D. 1883, at the residence of St Johns College, in the city of Shanghai Frederick Rogers Graves aged 24 years, born in Auburn New York, and now residing at Hankow China and Josephine Hazel Roberts born in Brooklyn New York and now residing in Shanghai were united in marriage before me, and in my presence, by Rev. Y. K. Yen, who is authorized by the laws of United States to perform such a ceremony.

In witness whereof I have hereto subscribed my name and affixed the seal of the CONSULATE GENERAL AT SHANGHAI this 30th day of January, A. D. 1883, and of the Independence of the United States the 107.

F. D. Cheshire

Vice Consul General.

No.

Mr.

Subj

(

Dis. No 76
Capt Clements

No. 375 } February 2nd 1883. United States Consulate General at Shanghai,

Mr. Oliphant Vice Consul General to the State Department.

Subject:— Copy rec'd from Rusden Jr. 3 Mar 83 A. Sherman

DEPARTMENT OF STATE
MAR
16
1883
RECEIVED

ABSTRACT OF CONTENTS.

In the matter of the Estate of Vida Edgerton (deceased).

Interview Mrs Russell

No. 375

United States Consulate General,

Shanghai, February 2nd 1883

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to inform you that I have forwarded via Government Couch a Package containing sundry articles as per memo enclosed, belonging to the Estate of the late Vida Edgerton, which I inadvertently omitted to forward with my Despatch No 364

I would also state that I have just received a letter Mark O. Kelton Esq. Attorney at Law. Salem in. Oregon, informing me that Mrs J.W. Powell of that place is a sister of the deceased, and that she would like to have sent to her any memento belonging to the Estate.

I

I shall communicate with Mr. Kelton requesting him to address the Department in the matter.

I am Sir
Your obedient servant
F D Cheshire
Vice Consul General in charge

Enclosure.
No. 1. List of Effects.

United States Consulate General
Shanghai

List of articles belonging to the Estate of the late Vida Edgerton and sent to the State Department Washington.

1 Silk Cord
1 Piece of Worsted work
1 Japanese Picture frame
1 Brush
1 Handkerchief box. ribbon & lace
1 Glove " & small rosary
1 Comb
1 Fan
1 Pr. Gloves
1 Silver locket
1 Pkt. Envelopes & cards
1 Memo. Book
Quantity of Photographs.

E & O.E.

Shanghai February 2nd 1883.

F S Oldershaw
Vice Consul General in charge.

No. 376 February 3rd 1883. United States Consulate General at Shanghai,

Sir. Charles Denby Consul General. in Charge to the State Department.

Subject:— ac mar 17/83 Sherman

DEPARTMENT OF STATE
MAR 16 1883
RECEIVED

ABSTRACT OF CONTENTS.

Encloses Report of Estates

No. 376

United States Consulate General,

Shanghai, February 3rd 1883.

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have the honor to enclose a statement showing the Position of the Estates of Burge N. Lewis, Nellie Lawrence and Donald Roe, on the 31st of December 1882.

I also enclose a final account of the Estate of F. H. B. Jenkins.

The statement of the Nellie Lawrence Estate only shows the amounts received and expended by this Consulate General on behalf of the Executor G. W. Comer.

I am Sir

Your obedient servant

F. D. Cheshire

Vice Consul General in Charge

Enclosures

ditto.

Enclosures

file.

No 1. Estate of Hugh N. Lewis

" 2. " " Nellie Lawrence

" 3. " " F. H. B. Jenkins

" 4 " " Donald Ross

In the matter of the Estate of Donald

Dr.

25	Advertising Shanghai Mercury		3			
	" Courier		3	75		
	" N. C. D. News		4	80		
26	Inventory and change of Effects		5			
	Docket & Case		1			
	Recording		1			
13	Tong Sah & Co		4	15		
16	" Tung Hall & Holtz		2	55		
"	" Order to sell Effects		4			
"	" Balance on hand		39	20	70	45
					70	45

Estate of Donald Ross (deceased)

			1884	Dr.					
	3		July 25th	By Cash Balance of wages			36	40	
	3	75	Nov. 22nd	" Sale of Effects			34	05	70 45
	4	80							
	5								
	1								
	1								
	4	15							
	2	55							
	4								
	2								
39	20	70 45							70 45
		70 45		In the age of this Consulate General			426	45	
				Hong Kong Bank Book					
				" Deposit Notes					
				Jany 3rd & 11th 83	Tls. 1211.32				
				Citizens Saving Club 1 Book					
				Society for Savings "					
				San Francisco Savings Union "					
				Joseph Hall & Co Heating &c					
				Certain wearing Apparel & personal Effects					
				Gold Watch Chain & locket					
				Rosary Sleeve Buttons Safety Studs					
				Shirt Studs Collar buttons 2					
				Gold Ring 2 Photographs 1 Album					
				1 Bible and 1 Manual & quantity of letters					

E & O. E. Shanghai December 31st 1884.

F Donaghue

Vice Consul General

U. S. Consulate General
Shanghai.

In the matter of the
Estate of Donald
Ross (deceased)

Enclosure No 4

Final settlement of the Estate of F. H.

Dr.

28	Clerks fees	1		6	
31	Frazar & Co	1446.01	@ .822 7/4 %	11	90
	Sayle & Co	51.11	"		42
	Jno Wilson	3845.64	"	31	64
	Jno. Binnas	247.50	"	2	03
30	Savage & Co	119.98	"		99
31	Brandstrum & Co	339.11	"	2	79
	Buchister & Co.	550.95	"	4	53
	D C Jayne	130.75	"	1	08
32	T. E. Wainwright	34.25	"		28
	& J. Trading Co	354.92	"	2	92
	Stewellyn & Co	6.	"		05
	A. H. Wind	20.00	"		17
	W. S Court	99.66	"		82
	Muller & Co	150.00	"	1	23
	Postal	10.50	"		09
	C. W. Gordon	27.50	"		23
	J. S. Enos	219.18	"	1	80
	Rosary & Co	129.05	"	1	06
	T. J. Falls	2795.86	"	23	03
	House boy	50.	"		41
	George Smith	28.	"		23
	W. C. Blanchard	100.	"		82
					94 57
					94 57

Estate of F. H. B. Jenkins (deceased)

Dr.

Cr.

			6				
1880 April 1st	To Balance	227/4/6	11	90			
"	"			43			
"	"		31	64			
"	"		2	03			
"	"			99			
"	"		2	79			
"	"		4	53			
"	"		1	08			
"	"			38			
"	"		2	92			
"	"			05			
"	"			17			
"	"			87			
"	"		1	33			
"	"			09			
"	"			23			
"	"		1	80			
"	"		1	16			
"	"		23	13			
"	"			41			
"	"			33			
"	"			82	94	52	
					94	52	

1880 April 1st By amt rec'd from Vice Consul General D. H. Bailey 94 52 — 94 52

E & O. E.

Shanghai January 22nd 1883.

T. S. Blanchard

Vice Consul General in charge

U.S. Consulate General
Shanghai

In the matter of the
Estate of F. H. B. Jenkins
(deceased)

Final account.

Enclosure No. 3.

In the matter of the Estate of Nellie

Dr.

Docket	1	
File notice of death	10	
Inventory & charge of Effects	5	
Recording	1	
Stewart & Cetrogne	46	75
Kelly & Walsh	3	75
George Pilie	13	
Dr. Neila Macleod	55	54
Advertising	1	
Funeral Expenses	130	14
Associate Veteran Cemetery Plots	37	80
fees		
Advertising Shreveport Times	1	50
Sdg Phenix	158	
Ad Limy	1	75
Docket fees	1	10
Advertising Order N.O.D. Item	1	88
" " Weekly Herald	5	31
" "	2	04
Balance on hand	36	84
		500 00
		500 00

Estate of Willie Lawrence (deceased) G.W. Cowen Executor

Dr.

			1881 Nov 30th	By Cash (Town Administrator)	300 —	
			1882 March 10	" " " "	200 —	500 00
	1					
Effects	10					
	5					
	1					
	46	25				
	3	75				
	13					
	55	54				
	1					
	130	14				
Clothes	37	80				
Mercury	1	50				
	158					
	1	75				
	1	10				
	1	88				
	5	31				
Herald	2	04				
	36	84				500 00
						500 00

E & O.E

Shanghai December 31st 1882

P. Zehnsyhrie

Vice Consul General in charge.

U.S. Consulate Gen'l
Shanghai

In the matter of the
Estate of Nellie
Lawrence (deceased)

Enclosure No 2.

In the matter of the Estate of B. R.

Dr.

H. M. & Co	35	
Shanghai Mercury (Advertising)	4	50
Chinajenug (Poly)	4	50
Kong Dong Dong	29	20
Ah Quin		40
Lujig Final expenses	101	63.
Letter sent & not yet Paid		
Kelly & Walsh	74	50
Mackenzie & Co	11	50
Eugon	106	85
Shellaug & Co	21	25
Macgowan & Co	55	25
Hall & Holtz	11	35

te of B. R. Lewis (deceased)

		Oct 31	H. Muller & Co	35	
35		"	Mackenzie & Co	7	15
4	50	Dec. 5th	Sale off Effects	99	33
4	50	" 31st	Date Stamp	18	
29	20	" "	Marshals & Clerks fees col-		
	40	" "	lected after death	117	76.
101	63.				
74	50				
11	50				
116	85				
21	25				
55	25				
11	35				

E & O. E.

Shanghai December 31st 1883

H. Shepherd
Vice Consul General in charge

U. S. Consulate Gen'l
Shanghai.

In the matter of the
Estate D. R. Sears
(deceased)

Enclosure No 1

D St Clair

No. 377] February 13th 1883. United States Consulate General at Shanghai,

Mr. Shushui Pei Consul General in charge to the State Department.

Subject:—

Rec'd March 28 1883

ABSTRACT OF CONTENTS.

Acknowledges receipt of despatch No 144.

No. 377

United States Consulate General,

Shanghai, February 13th 1883.

Hon. Alvey A. Adee
Third Assistant Secretary of State,
Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of the Departments despatch No. 144 dated December 19th 1882.

I am Sir
Your obedient servant
J. W. Cheshire
Vice Consul General in charge.

D St Clair

No. 378] February 16th 1883. United States Consulate General at Shanghai,

Mr. Charles Denby Consul General in charge, to the State Department.

Subject:—

Ack mar 28 83

ABSTRACT OF CONTENTS.

Acknowledges receipt of dispatches.

No. 378

United States Consulate General,

Shanghai, February 16th 1883.

Abbey A. Yoder
Third Assistant Secretary of State,
Washington, D.C.

Sir,

I have the honor to acknowledge the receipt of the Department's despatches numbered 146. 147 and 148 inclusive.

The Consulate General has not received the Department despatch numbered 145; it may have been mis-carried.

The information called for in No 147 will meet with my earliest attention.

I am Sir
Your obedient servant
F.S. Oberholtzer
Vice Consul General in Chge

DEPARTMENT OF STATE
MAR 20 1888

D.T. Cecil

No. 379] February 17th 1883 United States Consulate General at Shanghai,

Chenhsui Yeh Consul General in charge to the State Department.

Object:—

ac mar 3/88 Shenhsui

Note Wish

ABSTRACT OF CONTENTS.

Informs Department of D. J. Marsh's death

No. 379

United States Consulate General,

Shanghai, February 17th 1883.

Hon. Alvey A. Adee

Third Assistant Secretary of State,

Washington, D.C.

Sir,

I have to inform the Department that on the 10th instant W. J. Marsh a citizen of the United States died at the Shanghai General Hospital of Pneumonia, intestate.

As far as I am able to ascertain at present the deceased left no effects beyond a few sundry trinkets of no value. He died in a destitute condition, and left many debts. No clue as yet has been discovered as to the whereabouts of the deceased relatives.

I am Sir:

Your obedient servant

F. D. Olcott

Vice Consul General in charge.

DEPARTMENT OF STATE
MAR 26 1883
RECEIVED

Mr Clifton

No. 380] February 17th 1883. United States Consulate General at Shanghai,

Mr. Chunhui Vice Consul General. in charge, to the State Department.

Subject:— re marriage of Sherman

Note noted

ABSTRACT OF CONTENTS.

Informs of W. P. Hunters death

380.

United States Consulate General,

Shanghai, February 17th 1883.

Albert A. Adee
Third Assistant Secretary of State,
Washington, D.C.

Sir,

I have to inform the Department that on the 13th instant R. P. Hunter a citizen of the United States, died at the Shanghai Zenana Hospital of hydrophobia intestate.

The brother of the deceased, Mr. A. O. Hunter, now residing at Shanghai has applied for letters of administration, which I shall issue to him on his complying with the requirements of law.

I am, Sir:

Your obedient servant

J. H. Cheshire

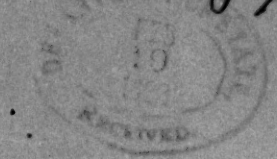
Vice Consul General in charge.

Allowed
Subject to Statute
Feb 19/83

File Shanghai No 11 Clair

Washington City - D.C.
February 11th 1886

Allowed Feb 19/83



Hon
John Davis
Assistant Secretary of State
Washington City

Sir

Recurring to my application for an extension of my leave of absence dated Dec 12th last and to yours reply granting the same, I have to again ask your generous indulgence in this matter and to beg that you will grant me a further leave of thirty (30) days from the 11th instant.

Should it please the Department to grant my request I am not sure that all the time asked for will be consumed before starting for my post which I left on the 23rd day of August last

Thanking you sincerely for past courtesies

I am Sir

your obedient servant

O. N. Denny
Colonel General

DEPARTMENT OF STATE
MAR 26 1883
RECEIVED

ask. previous instns to
Com'rs on Foreign relations
for Consulate
Shanghai

No. 381. February 19th 1883. United States Consulate General at Shanghai,

Sir: Chushui Tsai Consul General. in charge to the State Department.

Subject: — w. d. hilton

ans
March 8/83
Sherman

ABSTRACT OF CONTENTS.

In reference to Mr. Pilcher
being placed in charge of Tientsin
Consulate during Mr. Consul Jacks
absence to the United States.

381

United States Consulate General,

Shanghai, February 19th 1883.

Asbury A. Adee
Third Assistant Secretary of State,
Washington, D.C.

In penning your despatch number 321 of January 11th addressed to Mr. Consul Buck I observe that you remark "My attention has been called to the fact that Mr. Pilcher has not been recognized as Vice Consul by the Chinese Government." I did not intend in my despatch number 358. to convey the impression that the Chinese Government had actually refused to recognize the Mr. Mr. Pilcher as Vice Consul at Tientsin, for such is not the case. My object was merely to inform the Department of the feeling among Chinese

Chinese officials against having official
relations with Missionary or Mercha
Consuls.

The Chinese Authorities are
obliged at times from force of cir-
cumstances to transact official business
with this class of men, appointed Pro
Consuls, when they perform the
function of the Principal Consular
Officer; it is however against their
inclination to do so, and in con-
firmation of this opinion, I beg ref-
erence to a despatch addressed by
the Tsung Li Yamen to the Chinese
Minister Abroad, a copy of which I
1/ enclose.

I note the Departments instruction
to Mr. Zuck.

I am Sir:

I am Sir
Your obedient servant
J. S. Gresheie
Vice Consul General in charge.

Enclosure

No 1. A copy of a despatch from
The Tsung Li Yamun to the Chinese
Minister Abroad.

Despatch No. 181.
Inclosure.

THE TSUNG-LI YAMÊN

TO THE

CHINESE MINISTER ABROAD.

Despatch No. 181.
Inclosure.

THE TSUNG-LI YAMÊN

TO THE

CHINESE MINISTERS ABROAD.

1.—Since the Treaties of Tientsin were ratified, China's relations with Foreign Powers have invariably been conducted in accordance with their stipulations. Whatever complaints there may have been on the part of Foreign Governments on this head, have, in the main, been occasioned by accidents to individuals and the incidence of taxation. As regards the first class of complaints, it must be remembered that such things may occur in any country, and that no amount of foresight can effectually guard against them; while as to taxation, it is where there are no Treaty provisions, or where Treaty provisions are read two ways, that differences occur.

2.—Treaties may be revised once in every ten years, and such additions, abrogations, or modifications as are introduced depend upon the voluntary assent of the Contracting Powers. The first revision of the British Treaty was concluded by the Yamên and the British Minister in 1869; but notwithstanding that friendly negotiations had extended over as much as two years, the British Government refused to ratify the arrangements of its Representative, and the revised Treaty has never been in force. For a year past the revision of the German Treaty has been going on. Among the proposals of the German Minister there are some to which it is impossible for China to assent; and so, although there has been much discussion, no settlement has yet been arrived at. In this matter of Treaty revision, a mutual interchange of views is a preliminary of much importance, and it appears to us that there are four cardinal points regarding which, it would seem, that we have, up to the present, failed to make the Chinese views understood. They are:—1, Transit; 2, Li-kin taxation; 3, Exterritoriality; 4, The most-favored-nation clause. We propose to state our views in connection with them, for Your Excellency's information.

3.—As regards dues and duties paid by foreigners generally, we hold that, by the Treaties of Tientsin, foreigners

2

爲咨行事查自天津各條約議定以來凡中外交涉事件無不查照條約各章辦理然各國亦時有謂我不能遵守條約者大抵不外洋人被虐被毆之案征收厘稅之事耳夫外國被誣枉之事係未可預知者亦係無法防範者且係無論何國均不能保其必無者征收厘稅之事或因條約未經議及而意義兩歧以致外國有是說也查條約每屆十年准修一次其如何增删改換自係出於兩國情願同治八年本衙門與英國大臣初次將英國條約應修各款議妥雖和衷商酌將及兩載之久而英國未允其大臣所擬各端是以新約未能照行近年來又有德國修約之事

德國大臣商議各端有中國萬難照允者往來論辦迄今亦無定說因思更修條約貴將兩國之意先行說明而此事內有四要端誠恐本衙門意見仍有未達明之處如貨物出入內地一也厘捐二也不歸管轄三也一體均沾四也以上四端現擬爲

貴大臣纏陳之查洋商完納貨稅一事按天津各條約洋商准運洋貨進中國口岸進口時照則完納正稅洋商亦准將已完正稅之洋貨復運外國一面領回所完之稅銀洋商亦准將已完正稅之洋貨運入內地其運入內地時或准逢關納稅遇卡抽厘與華商一律辦理或准照則完納子口稅請領稅單運入內地無論所往之地遠近即可將地名呈

(1) Can import foreign goods into China on payment of the Tariff duty;

(2) Can re-export duty-paid foreign goods to a foreign country, and obtain drawback of the import duty originally paid;

(3) Can convey duty-paid foreign goods into the interior, and either, as Chinese merchants do, pay duties at each Custom-house and taxes at each barrier passed, or, by payment of the Tariff transit due, can free their goods from such duties and taxes *en route* to any places, however distant, named by them, and entered in their transit certificates;

(4) Can purchase native produce in the interior, and, if intended for foreign export and supplied with transit certificates, can bring it to a Treaty port, exempt along the route from all duties and taxes, by simply exhibiting the certificates at each Custom-house and barrier passed, it being merely charged the Tariff transit due at the "last barrier" (*i.e.*, the barrier nearest the port); or, if not provided with transit certificates, then such produce has to pay such duties and taxes to which Chinese merchants are liable;

(5) Can export native produce on payment of an export Tariff duty;

(6) Can convey native produce from Treaty port to Treaty port on payment of an export duty at the port of shipment, and a coast trade half duty at the port of discharge;

(7) Can, after payment of the coast trade half duty as above, convey such native produce into the interior on the payment of the duties and taxes at the Custom-house and barrier passed *en route*, in the same manner as Chinese merchants.

The above is, in a general way, what foreigners trading in native and foreign goods are entitled to as regards payment of duties, in accordance with Treaties and regulations.

4.—As regards transit inwards, however, foreigners have maintained that to say goods are exempted *en route* from a port to the place mentioned in the transit certificate is not enough. They have held that foreign goods which have once paid transit dues cannot subsequently be called upon to pay any local charge whatever. To this interpretation we cannot agree. By the Treaties, foreigners have the option of taking out, or not taking out transit certificates. If transit certificates are applied for, the Treaty stipulations require that the place to which the goods are going must be named and entered in the certificate. Why is this so? It is because the certificate is only to free the goods from the Treaty port to the place named in the certificate; arrived there, the certificate becomes waste paper, and the goods thereafter differ in no respect from

明塡入稅單之內中途逢關遇卡均免重征洋商亦准赴內地置買土貨倘係轉送外國之土貨或請有單照則可將所辦之貨運至通商口岸沿途各子口均祇查驗單照逢關遇卡一概免征至近口末卡照則完納子口稅若未請有單照則准逢關納稅遇卡抽厘照華商一律辦理洋商亦准將置買之土貨於出口時照則完納出口正稅後轉送外國洋商亦准將土貨由通商此口運至通商彼口在下船之口完納出口稅在轉運貨之口完納復進口半稅洋商亦准將復運通商他口之土貨在復進通商之口完納半稅後將土貨運入內地逢關納稅遇卡抽厘與華商一律辦理此乃洋商現在販賣洋土各貨照條約章程完納稅餉之大概情形也至洋貨運入內地一節洋商有言以上所云自某口至單內所指之某處中途不重征一語未盡其事據稱已完子口稅之洋貨日後無論在何處遇何項稅捐不應向其抽收而本衙門不能以此解爲然因思照條約章程洋商運洋貨入內地或請領稅單或不請稅單均聽自便如請領稅單則應將運赴內地何處呈明塡寫稅單之內其故何在乃因稅單祇能保單內之貨由通商口岸運送單內所指之地沿途免征厘稅其貨已經運至所指之地稅單卽應作爲廢紙嗣後該貨卽與無稅單之貨無異再洋商請領稅單或不請稅單既聽其自便則有領單之貨亦有無單之貨同時在內地一處者領單之貨係由口岸運至單內所指之地沿途稅厘一概照約准免無

ordinary uncertificated goods. Again, the foreign merchant, having the option of taking out or not taking out transit documents, it thence results that foreign goods of two kinds are found at the same place in the interior at the same time, namely, certificated and uncertificated. The certificated goods travelling in a given direction under certificate from the Treaty port to a place named, are by Treaty exempt from taxation everywhere *en route*; while the uncertificated goods, transported in any direction at pleasure, are everywhere liable to the incidence of local taxation. When the certificated goods have arrived at their place of destination, and by the cancelling of the certificate have become uncertificated, they, like all other uncertificated goods, are thenceforth liable to taxation.

The certificate once cancelled on arrival at the place of destination, how can it be possible to distinguish, among equally uncertificated goods, which had paid and which had not paid transit dues? It is evident, therefore, that complete exemption from taxation everywhere, and for all future time, is not the meaning of the Treaties, but simply that goods are to be freed from all taxes *en route*. In a word, as we understand the inward transit privilege, a certificate only protects goods from charges *en route* from port to place; but this is already a great privilege, for on payment of transit dues, the foreigner can at pleasure send his goods to any market, however distant, without further liability to taxation.

5.—As regards transit outwards, foreigners have held that goods may be brought down under transit certificate even when not intended for foreign export, but meant for resale in China; and have gone so far as to say that, even without certificates no tax ought to be charged in the interior on goods ordinarily exported to foreign countries. Now, as Chinese merchants have to pay all taxes *en route*, it is obvious that the only way foreigners could bring down goods free would be under certificates; and therefore, without certificates, goods must pay, no matter what may be their subsequent destination. And again, since native trade would be subjected to unfair competition if foreigners were permitted to bring down produce under transit certificate and then send it to another part of China for sale, it follows that the produce that is entitled to transit privilege can only be such produce as is intended for foreign export. In a word, as regards native produce outwards, the case is just the same as with foreign merchandise inwards, the transactions differ, but the amount of duty charged is the same; for, just as a foreigner can take foreign goods to any part of China on payment of a full and half duty, so he can go to any part of China, and thence take Chinese produce to a foreign country, on payment of a similar full and half duty.

單之貨各處稅厘皆應完納但有單之貨已至所指之地其單即作爲廢紙該貨遂與無單之貨無異應與無單之貨一律遵完稅厘則稅單到所指之地既經繳銷各貨物均無稅單是完過子口稅之貨與未完過子口稅之貨何所區別可知永遠免徵並非條約本意亦祇有中途免徵而已總之洋貨運入內地一事據本衙門之意稅單祇能保其單內所開各貨由口至所指之地沿途免徵耳洋商既准於完納正稅外祇須再納一子口半稅即准運入內地無論遠近銷貨各處其自由之益已屬不少矣至運土貨出內地一事洋商又言土貨雖非運往外國實係本地出售之物亦可請領單照運口甚至有言洋商尋常販運至外國之土貨雖無單照內地亦不應抽收厘稅各等語因思華商運土貨於沿途各厘稅均應完納則洋商運土貨到口欲免沿途抽收必須携帶單照方可獲免是以凡屬無單之貨無論作何銷售均應遵納厘稅再洋商領單運土貨到口如准轉運中國他處銷售不送外國則洋商之貨得免而華商之貨不得免其於華商生計不無妨碍是以必須運赴外國之土貨方准領單運口總之洋商之運土貨與洋商之運洋貨其事殊其稅則一蓋洋貨入內地無論何處祇須完納正半兩稅即可隨意販運其土貨出內地運送外國則准洋商赴內地無論何處置買亦係一律照完正半兩稅也再查厘捐一事外國常以爲不然殊不知在中國之華商亦非其所願也而

6.—Li-kin is continually objected to by foreigners. But is it not just as well known that Chinese merchants are opposed to it too, and that the Government regards it only as a temporary expedient? Independant Powers must be guided by national necessities in fixing their taxation. In these troublous times the demands on the Government are very heavy, and it is impossible to avoid having recourse to special measures; we maintain that all such matters should be left to be determined by China herself, and that the foreigner has no more right to interfere with or object to them than China would have to interfere with or criticise the action of a Foreign Government in raising loans or increasing taxes. If foreign merchants desire to escape the Li-kin, they can escape it; all they have to do is to supply themselves with transit certificates when taking foreign goods into the interior, or bringing native produce out of the interior; if they do not carry transit certificates they must pay the Li-kin, for, in the absence of transit certificates, all goods are alike and indistinguishable, and must in the interior pay Li-kin, according to the rule of the locality.

7.—As regards jurisdiction, *i.e.*, exterritoriality. By the Treaties, foreigners in China are not amendable to the jurisdiction of the Chinese Authorities, *i.e.*, they are exterritorialized. As they have disputes among themselves, their own Authorities are to settle them; if they commit an offence, their own Authorities are to punish them according to their own national laws. But foreigners claim much more than this; they interpret this exterritorial privilege as meaning not only that Chinese officials are not to control them, but that they may disregard and violate Chinese regulations with impunity. To this we cannot assent. China has not by any Treaty given foreigners permission to disregard or violate the laws of China; while residing in China they are as much bound to observe them as Chinese are. What has been conceded in the Treaties in this connection is merely that offenders shall be punished by their own national officials, in accordance with their own national laws. For example, if Chinese law prohibits Chinese subjects from going through a certain passage, foreigners cannot claim to go through that forbidden passage in virtue of exterritoriality. If they go through it, they thereby break a Chinese law, their own national officials are to punish them in accordance with such laws as provide for analogous cases in their own country. In a word, the true meaning of the exterritoriality clause is, not that a foreigner is at liberty to break Chinese laws, but that if he offends, he shall be punished by his own national officials.

Again, seeing that China has agreed that the judicial powers shall be exercised by foreign Consuls within Chinese territory, Foreign Gov-

朝廷視爲暫行權宜之舉因思自主之國訂其徵課應視時之所需而現在時事多艱需款甚鉅不得不格外設法籌畫至如何籌款之處應由中國作主外國之不應干預議以爲非亦與外國自行籌畫借款加賦等事中國不應干預評論無異也洋商運洋貨入內地或運土貨出內地如欲免厘祇須請領單照方能得免如無單照則凡有貨物在內地既不能區別各處厘捐均應遵照完納又查管轄一事照約洋人在中國不歸中國地方官管轄其有自相爭訟之事則由其本國官料理如其犯法亦由其本國官按本國律懲辦但外國猶有言也謂按照此不歸管之條非特中國官不應約束洋人即洋人任意違背中國章程亦無懲辦之條矣而本衙門不以爲然因查各條約內中國實未允有洋人任意違背中國法律之條洋人居住中國者則應以中國之章與華民一體遵守而條約內所允者不過以洋人犯法係歸其本國官按本國律法辦理而已今設言之譬有路一條按中國律法華民不准行過洋人不得因有不歸管之條任意於此禁路來往如違而經過者則應由其本國官引照本國相同律例比擬懲辦總之此條用意之所在非准洋人任意違背中國律條第以洋人如有犯事者應歸其本國官懲辦耳且思此懲辦之權中國既允由領事官在中國境內行用仍應由外國特選妥實人員充當此職方爲允當乃各國之內有數國以商人派充領事官之職者查領事官分內所司之事如收發船隻牌

ernments should, on their side, take care that none but good and reliable men are appointed to these posts. Several States, however, appoint merchant Consuls. Now, in so far as concerns that part of a Consul's duty which comprises the reporting and clearing of ships, and the shipping and discharge of sailors, China does not object to its being discharged by merchant Consuls. But in China a Consul's duties comprise judicial functions as well, and the importance of such functions is such as to seem to demand the appointment of *bonâ fide* officials to Consular posts; moreover, where cases regarding joint investigation occur, it is neither convenient nor dignified for a Chinese official to sit on the bench with a merchant Consul who may have been fined for smuggling the day before, or who, in his mercantile capacity, may, perhaps, be personally interested in the case at issue.

8.—The most-favored-nation clause is found in all the Treaties, and it is well that it should be so, for it is difficult for China to distinguish between foreigners, or say which belongs to which nationality; and so much is this so, that even non-Treaty Power foreigners are trusted like the others. The object of the foreign negotiator in introducing this clause was to prevent his own nationals from being placed at a disadvantage as compared with others, and to secure that all should be equally favored. Now this is precisely what China desires. But Foreign Governments, although their objects in negotiating for the most-favored-nation clause were similar to those of China, are not always fair in their interpretation of it. For example, if China, for a consideration, grants a certain country a new privilege on such and such conditions, this would be of the nature of a special concession for a special consideration. Should other countries come forward and, in virtue of the most-favored-nation clause, claim to participate in the new privilege, although China need not necessarily exact a similar consideration in return, yet it would be only just to expect that in enjoying the privilege they would consent to observe the conditions accepted by the Power to which it was originally granted. But, far from this being the case, there are some who, while demanding the privilege, refuse to be bound by the conditions attached to it. This is the unfair interpretation to which China objects. In a word, as regards this most-favored-nation clause, we hold that if one country desires to participate in the privileges conceded to another country, it must consent to be bound by the conditions attached to them, and accepted by another.

9.—Over and above the four points commented on, there is the Missionary question. China, recognizing that the object of religious systems is to teach men to do good, has by Treaty assented to Missionaries

照報關請單屆辭水手等事商人雖無不可料理中國並不以商人代辦此等事爲非惟領事官猶有審鞫之責事關緊要似應派委眞正官員充當此職方足以昭慎重況遇應行會訊之案出地方官應與領事官公同審斷設今日在坐之領事官即前日因偷漏受罰之商人或案情與其本行有關涉既屬不成體統亦有諸多未便又查優待之益一體均沾一節各國條約內皆有此條原因各國人民中國難於區別某人係某國之人以致將未經換約各國之人民亦一律看待在中國以約內有此一條亦無不可行之事查議訂此條時在議約者本意係不令其本國商民較他國有不及之處務令一律沾受益處此誠中國昭示公溥之處也惟議定此條時外國與中國之意雖同而於証釋之中往往有失於公允之處設如有某國特允從中國一事中國因其特允之一事隨即於通商事內酬一優待之新條並訂以應守之新章以昭限制此固於優待之益酬之於允我一事之國者也而他國亦欲覬此均沾之條籍索此可沾之益在中國雖不必以允我之事向其比例而求之而既欲同沾是益者亦必宜同守是章則一律共遵方昭公允乃止知沾其利而不復守其規是直欲受優待之益而不願守優待之章中國所謂証釋一體均沾之條有失公者此也總之均沾一事此國既欲得彼國同一優待之益則必宜同守其章始不失爲公允此外猶有教務一節中國因各教本係令人行善之事故於各約內允從

coming to teach their doctrines in China, and has also guaranteed protection to them and to their converts. But among the Missionaries are some who, exalting the importance of their office, arrogate to themselves an official *status*, and interfere so far as to transact business that ought properly to be dealt with by the Chinese local Authorities; while among their converts are some who look upon their being Christians as protecting them from the consequences of breaking the laws of their own country, and refuse to observe the rules which are binding on their neighbours. This state of things China cannot tolerate or submit to. Under the exterritoriality clause foreigners are to be dealt with by their own national Authorities; but, as regards Chinese subjects on Chinese soil, it is only the Chinese Authorities who can deal with them; and Chinese subjects, whether Christians or not, to be accounted good subjects, must render an exact obedience to the laws of China. If any offend against those laws, they must, one and all, Christians and non-Christians alike, submit to be dealt with by their own native Authorities, and the Foreign Missionary cannot be permitted to usurp the right of shielding them from the consequences of their act.

10.—In order that negotiations for Treaty revision may be facilitated, what is required is reciprocal consideration and mutual forbearance.

We accordingly address to Your Excellency this communication. To recapitulate:—

(a) In the matter of inward transit, we hold that certificates only cover goods from a Treaty port to the place named in the certificate, exempting them from all taxes *en route*, and that, arrived at that place, they thereafter differ in no respect from uncertificated goods, and must, like all uncertificated goods, pay whatever charges the barriers passed thereafter may collect.

(b) In the matter of outward transit, we hold that produce not yet bought by foreigners, or bought but not covered by transit documents, is liable to all local charges; and that goods brought down under transit passes for foreigners, must be sent to foreign countries, and cannot be allowed to go to other Chinese port for sale, to the disadvantage of native-owned goods which have not had the benefit of transit pass.

(*c*) In the matter of Li-kin, and taxation generally, we hold that China, as an independant State, has the right to levy whatever taxes she pleases, in whatever manner she may think best; and we consider it unfair on the part of other Governments to question our proceedings, or put difficulties in our way, seing that we only collect special taxes because special circumstances call for them.

准其前來傳教並凡傳受學習之人一體允爲保護惟傳教者有時崇其教而自尊儼若官長遂藉以干預地方官應管之事其習教者有時以爲既入其教卽奉教爲護符或敢於不遵國法以民人素守之科條而故爲干犯此二端實亦我中國所不能允服而聽從者除外國官員按照專條管理外國人外凡遇中國界內止有中國官可以管理中國百姓而中國百姓無論入教與不入教均須一一遵守中國之科條法律始爲安分無過如有犯案由中國官不分民教一律辦理外國傳教士不應護庇攙越查修約一事原係兩國互相體諒庶易商辦相應咨行

貴大臣查照所有洋貨入內地一事據本衙門之意稅單祇能保單內所開之貨由通商口岸至單內所指之地沿途免征稅厘若已到單內所指之地後該貨卽與無單之貨無異再遇關卡則應照無單之貨一律遵完稅厘土貨出內地一事據本衙門之意土貨尙未由洋人購到者或已經購買而未領有單照者各處稅厘均應遵照完納至洋人請領單照所運之貨必須全送外國不得轉運中國他口出售致與華商販運無單各貨之生意有礙厘捐一事據本衙門之意中國既爲自主之國其如何籌定徵收應聽自便而此時格外籌畫實因有格外之需如他國前來干預阻礙中國實不能以爲公允也管轄一節據本衙門之意按各條約內不歸管之條非准由洋人將華民應遵之章任意違背至

(d) In the matter of jurisdiction, we hold that the exterritoriality conceded in the Treaties does not free the foreigner from observing the rules which Chinese have to observe; and, seeing that Consuls have judicial powers, we think the importance of the trust requires that they should be *bonâ fide* officials and not traders.

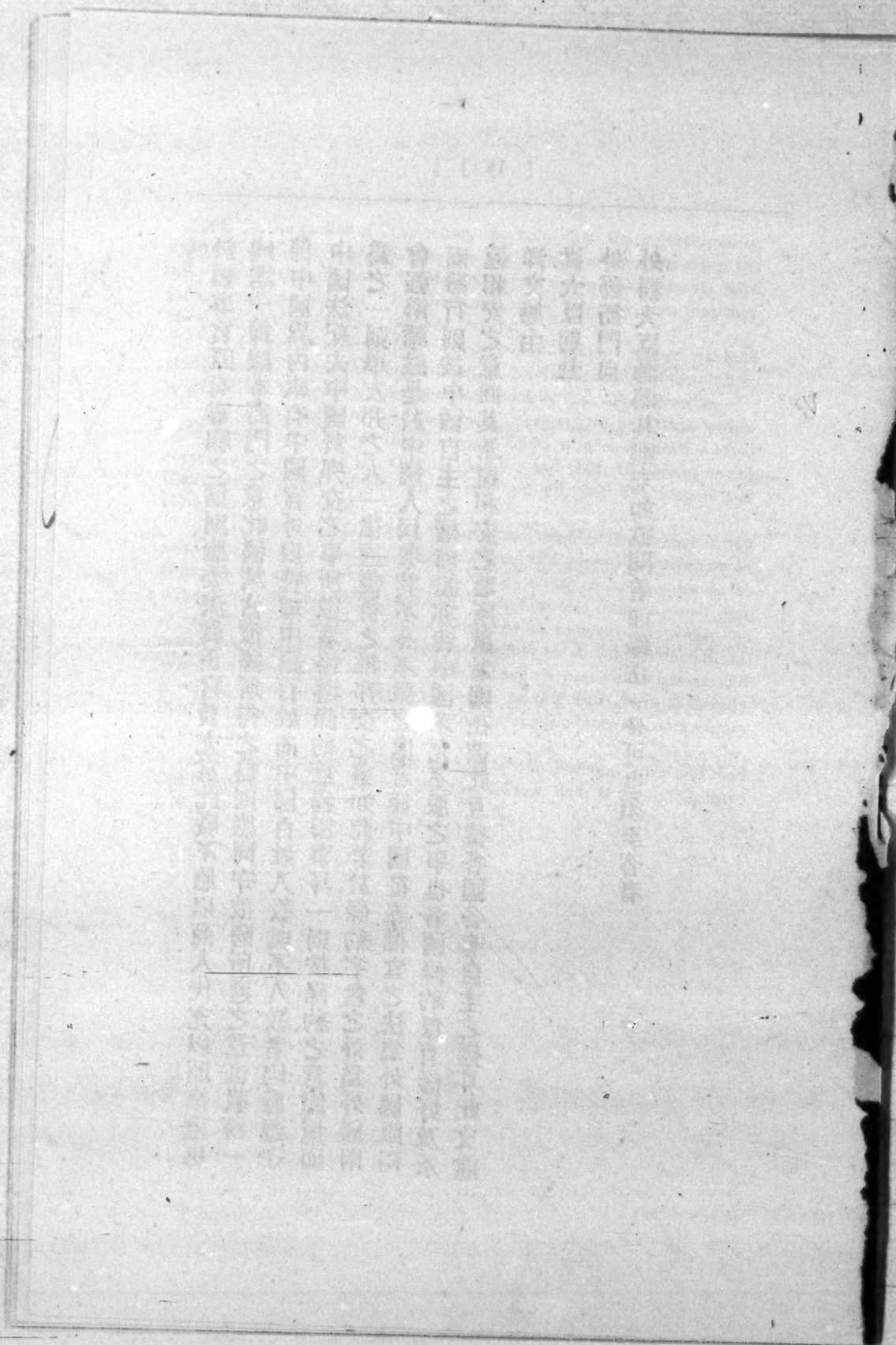
(e) In the matter of the "most-favored-nation" clause, we hold that when any country claims to share the privileges conceded to another, it is bound to observe the conditions accepted by that other likewise.

(f) In the matter of the Missionary question, we hold that within Chinese territory it is only the Chinese officials who can be allowed to exercise authority over the Chinese people; and that, Christians or not Christians, Chinese subjects must, one and all, pay due respect and obedience to the laws of China.

What China wishes to do is to carry out the Treaties in such a way as to give full effect to all their stipulations, and place all foreigners in China on the same footing; but she cannot allow those Treaties to be wrested to mean something essentially unfair to the Chinese people, nor in attempting to adjust national resources to national wants can she assent to any interference with her sovereignty as an Independant State. What the Treaties aim at is the maintenance of peaceful relations, and it will be found that nothing contributes to this end more powerfully than a due recognition by either State of the independance and sovereignty of the other.

Your Excellency will go in person to the Foreign Office and read this despatch to the Minister of Foreign Affairs, and, if requested, leave a copy.

於領事官既有審鞫之權則應委派眞正官員充當此職不應以商人代充以昭愼重也
均需一節據本衙門之意此國請沾彼國所得之益則應同守彼國所遵之章也教務一
節中國界內祇有中國官可以管理中國百姓而中國百姓入教與不入教者均應遵守
中國法紀夫中國於邦交之事所欲者恪遵條約章程辦事耳一則按條約之意儘量而
爲之一則舉友邦之人一律而優待之惟邦交之事如此若於條約字意之外爲外國附
會强解添註是於中國人民增其不公不服之處若使中國征課權宜之法爲外國阻碍
而難行則按中國自主之權而論亦我中國不允不服之事也各國條約原有修好及永
遠相安之意而其永遠相安之道所重者則在彼此互從各國各有自主之權耳此文並
洋文應由
貴大臣躬赴
外務衙門向
外務大臣誦聽其顚末如欲閱看卽錄送一分可也須至咨者



(ext)

Le Cadre

Shanghae, 3 mai 1882

file- under Feb. 19th - 1883.

Dear Mr Cenny,

I little thought when consulting with you about the formation of a company for the manufacture of cotton yarn what trouble there would arise for me.

I succeeded at once in getting the shares all subscribed for, as the enterprise was one which commended itself to the general good sense, and had the first call about $ 120.000 on a capital of $ 300.000 already paid up when an article appeared in the Shanghae of a semi official character which put a stop to further progress.

This article stated that as a monopoly had been granted to another company to make cotton cloth in addition would infringe on their rights and people were warned not to become interested with me in the undertaking.

at once referred the matter to the
Cheshire pointing out that I was
entitled in the same way that others had
been to establish a manufactory under
Italy and by prescription, and that so
far as their particular industry was
concerned the Chemist had no power to
make a monopoly to their people con-
flicting with the Italy rights of
foreigners & that even if they had my
company would not conflict with the
other as their monopoly was for
making cloth. while I proposed only
producer yarn.

Cheshire referred the question indirectly
to the Young, and informed Mr Lamb
that he had done so, and also told him
personally that pending a decision of
the matter by the authorities at Peking
I could take no further steps to carry
out my scheme.

Notwithstanding the fact that Mr Lamb
was then well aware that this question
was being under the Italy had been

referred to the only authorities competent to deal with it. He then suffered if not aided or abetted a series of attacks made against my company for the evident purpose of breaking it up altogether and then peremptorily if possible the question of carrying on business at Peking. In the first place he wrote official letters to ~~each~~ three of the principal native shareholders ordering them to withdraw from the company, then he issued a proclamation to be posted in the settlements warning Chinamen not to enter into the company, this the Consular body refused to countersign. Finding these efforts futile the parties interested resorted to one of the most extraordinary measures known in the history of foreign intercourse with China. They procured an order from the Viceroy Li to for the secret arrest of our Comprador on the charge of complicity with the rebels a grandee of a century ago, and

another Chinese shareholder on the
charge of smuggling. This created
excitement in Shanghai. The news-
papers took the matter up warmly, a
Chamber of Commerce addressed a
letter to the Consular body protesting
against such measures. The Chekiang
authorities refused to sign the warrant,
and did so to the danger of the Consular
body. As the charges were false and
unfounded up. That against our Com-
prador however to my surprise
discovered as he has been in my
service in one capacity or other since
first came to Shanghai 30 years ago.
The Chekiang thought a visit to the Viceroy
would satisfy him of the fact and
induce him to withdraw the warrant.
He sent Shanghai a long and interested
letter to him. In the course of conversation
the Viceroy said the information
against the Comprador had been
lodged by one of the men of the
naval company.

[illegible] Sir Edward Howard granted
[illegible] warrant for [illegible] Arrest
[illegible] Don Pedro had been committed
[illegible] the rebellion there was a general
[illegible] publicly proclaimed some years since,
[illegible] interview appears to have failed in its
[illegible] as it is said a fresh order has
[illegible] from Rio for the arrest of the
[illegible] Meantime the Young Telegraphed
[illegible] Chevalier not to permit the arrest
[illegible] without orders from the legation &
[illegible] yesterday came a still more gratifying
[illegible] despatch to the effect that the
[illegible] whole diplomatic body had united
[illegible] in sustaining the Chevalier's views,
[illegible] so if the Chinese authorities persist
[illegible] there may be a very serious trouble.
[illegible] What I fear is that being foiled in
[illegible] their object in their direct attempt
[illegible] they may visit their wrath on the
[illegible] family of our Consul and the other
[illegible] men. Lastly I went to the Police they
[illegible] have signed his Passport & have him
[illegible] now in jail. It is most shameful!

(2)

business
has been much
interfered with by the order for the
withdrawal of the Compradors as he is
hard to blame our premises and has
been in much fear that he has been
unable to attend to his duties. As for
the cotton yarn Company it is to be
deplored. The shareholders are in such
a plight that many of them have
demanded their money back fearing
they would share the fate of our Com-
pradors, and I am certain the
Chinamen will all be afraid to give
any aid or assistance. The attack
has been so unscrupulous & fierce that
it is impossible it is a mystery how
what the object of the Chinese is.
It may be that seeing the progress being
made in foreign manufactures here
they became alarmed and took
this unfortunate enough to claim my
Company just where they had
decided to make a stand against
all foreign manufactures in China

(6)

it may be that the Cotton Cloth
Company (our rivals) have been doing
something they fear shall come to
light. Whatever their may be they
have succeeded in breaking up
our Company & fear, and unless
they can show the extraordinary
means they have pursued can be
justified I shall make a claim for
damages as shall have not but a great
deal of money will compensate for
the publicity and scandal
we have been deprived of a branch of
business which would have brought
us in £10,000 per annum.

Mr Cheshire has acted very
well throughout and deserves great
credit for his conduct. I hope both
he Denny yourself are quite well
and enjoying yourselves and with
my very kindest regards for your
both Remain

Yours very truly

W. T. Thomas.

[illegible]

Mr. W. S. Wetmore to Mr. Denny

Shanghai, Nov. 3, 1882

states that the shares for a cotton manufactory were all subscribed when an article appeared of a semi-official character wh. put a stop to further progress. This article stated that as a monopoly had been granted to another Company to make cotton cloth this action wd. infringe on the rights of people were warned not to become interested in Mr. Wetmores undertaking. Mr. Wetmore at once referred the matter to the V. C. Genl. (Mr. Cheshire) showing that he was entitled as much as others to estab. a manufac. & th. so far as the cotton industry was concerned the Chinese had no power to grant a monopoly to their people conflict with the treaty rights of foreigners & that even if they had, his co. would not conflict with theirs since they were making cloth, while he wished produce only yarn. Mr. Cheshire referred the case to Mr. Jones, & notified Mr. Wetmore to take no further steps in his scheme, until a decision was reached at Peking. Mr. W. goes on to state that notwithstanding the fact that the Localities were aware that this question arising under the Treaty had been referred to the only competent authority, he suffered, even encouraged, a series of attacks against Mr. W's Co. with a view to break it up & prevent the Govs. reaching an agreement at Peking. He wrote off letters to them of the principal natives there holders ordering them to withdraw from the Co., he issued a Proc.

warning

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Chinaman not to invest. This the Common body refused to countersign. Finding these efforts futile they procured an order from the Viceroy Tao for the secret arrest of Mr. W's Comprador on the charge of conspiracy with rebels a quarter of a century since, & of the Chinese shareholder on a charge of smuggling. The Chamber of Commerce took the matter up & addressed a letter to the Consular Body protesting against such measures. Mr. Cheshire refused to sign the warrant as did Dr. Foche doyen of the Consular Body. Mr. Cheshire thought the arrest of the Viceroy would convince him that the charges were false & went to Canton to interview him, but it is said to have failed of its object & a fresh order for the arrest of the parties is said to have been sent by Tao. Meanwhile Mr. Jamieson left. Mr. Cheshire not permit arrest without orders from the Legations and that the whole Dip. Body had united in sustaining Mr. Cheshire in this so that if the Chinese Authorities persist there may be very serious trouble. Mr. W. fears that having failed in their object the "brutes" may visit their wrath on the family of the Comprador & the other man. Mr. W's business has been much interfered with by the arrest of the Comprador & Cotton Yarn Co. Mr. W fears is doomed. Many shareholders have demanded the return of their money, being in great fright